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Attorneys for Defendant
Volkswagen Group of America, Inc.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JESSICA RAMIREZ.

Plaintiff,

V.

VOLKSWAGEN GROUP OF
AMERICA, INC., a New Jersey
Corporation; and DOES 1 through 10,
inclusive

Defendants.

Case No. 5:22-cv-00734-MWF-MRW

*Assigned for all purposes to the
Honorable Michael W. Fitzgerald*

(Removed from Superior Court of California, County of Riverside, Case No. CVPS2201041)

**DECLARATION OF CHRIS
LEWIS IN SUPPORT OF
VOLKSWAGEN GROUP OF
AMERICA, INC.'S OPPOSITION
TO PLAINTIFF'S MOTION TO
REMAND TO SUPERIOR
COURT OF CALIFORNIA**

Date: June 27, 2022
Time: 10:00 a.m.
Place: Courtroom 5A

Action filed March 16, 2022

010-9374-0060/1/AMERICAS

DECLARATION OF CHRIS LEWIS IN
SUPPORT OF DEFENDANT VWGOA'S
OPPOSITION TO REMAND
Case No. 5:22-CV-00734-MWF-MRW

1 I, Chris Lewis, declare as follows:

2 1. I make this declaration based upon my personal knowledge and, if
3 called as a witness, could and would testify competently hereto. This declaration is
4 being submitted in support of Defendant Volkswagen Group of America, Inc.'s
5 ("VWGoA") Opposition to Plaintiff's Motion to Remand to Superior Court of
6 California.

7 2. I have been employed by Volkswagen Group of America, Inc.
8 ("VWGoA") since August 28th, 2006. I am currently employed as the Manager of
9 Products Analysis Group and have been in this position since April 1st, 2021. As
10 the Manager of Products Analysis Group, I am familiar with VWGoA's record-
11 keeping practices related to warranties and VWGoA's Customer Service
12 Department. VWGoA keeps these records in the regular course of its business as
13 the distributor and warrantor of Volkswagen vehicles in the United States.

14 3. Attached hereto as Exhibit A is a true and correct copy of Case No.
15 04829601 from VWGoA's Customer Service Department. This document was made
16 in the routine course of VWGoA's business and is used to document the
17 correspondence between VWGoA and its customers who reach out to VWGoA's
18 Customer Service Department. These records are created at the time the
19 communication with the customer took place, by the employee who received the
20 communication from the customer.

21 4. Attached hereto as Exhibits B-G are true and correct copies of the
22 Repurchase and Replacement Offer Letters sent from VWGoA's Customer Service
23 Department to the Plaintiff in this matter. These documents were created in the
24 routine course of VWGoA's business, at or near the dates indicated on the letters
25 themselves, and created by the employee who sent the correspondence to the
26 customer.

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1 5. Attached hereto as Exhibit H is a true and correct copy of the Service
2 History for the 2019 Volkswagen Atlas which is the subject of this lawsuit. The
3 document shows, among other things, when VWGoA paid for repairs or service
4 work performed on the subject vehicle, including the mileage reported on the
5 vehicle at that time. This document is kept in the ordinary course of VWGoA's
6 business as the warrantor for Volkswagen vehicles in the United States. The
7 information on this document is regularly updated and compiled at or near the time
8 a submission for payment is made to VWGoA.

9 6. Attached hereto as Exhibit I are true and correct copies of the repair
10 orders regarding the subject vehicle which VWGoA's Customer Service
11 Department obtained from the Plaintiff during the course of its correspondence with
12 her regarding the subject vehicle and, where Plaintiff could not provide the
13 documents, from the independently owned and operated service facilities which
14 repaired or serviced the subject vehicle. These types of documents are regularly
15 obtained when a customer seeks a repurchase or replacement under the Song-
16 Beverly Warranty Act as part of VWGoA's Customer Service Department's
17 evaluation process. VWGoA retains these documents in the regular course of its
18 business in responding to concerns regarding their vehicles.

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555 South Flower Street, 31st Floor
Los Angeles, California 90071

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1 I declare under penalty of perjury under the laws of the United States of
2 America that the foregoing is true and correct.

3 Executed this 2nd day of June, 2022 at Los Angeles, California

4
5 
6 Chris Lewis

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555 South Flower Street, 31st Floor
Los Angeles, California 90071

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EXHIBIT A



- [Close Window](#)
- [Print This Page](#)
- [Expand All | Collapse All](#)

Case: 04829601

CR&R

Case Number	04829601 [View Hierarchy]	Case Owner	Brittany Allen
Subject	Ramirez, Jessica(CA) - Offer Rejected	Case Owner Team	Case Specialist
Case Summary	<p>RO REVIEW: Vehicle down 40 days.</p> <p>-Wipers inoperable - Replaced wiper motor (had to order part).</p> <p>-Wiper gets stuck - Replaced wiper frame and side arm.</p> <p>-Fuel gauge inaccurate - No repairs done; dealer explained based on driving and environmental factors.</p> <p>-Engine no start; added fuel to start engine - Replaced fuel pump.</p> <p>Decision: Offer repurchase/replacement due to total days down; latest repair for engine no start.</p>	Original Case Owner	Angeline Xavier
Calendar Days Open	63	Case Opened Team	
Parent Case	04824520	Case Closed By Team	Case Specialist
Case Number Text		Priority	High

Case Detail

Status	Closed	Brand	VW
Case Origin	Email	Registered Owner State	California
Root Cause	Extensive Service History	Source	Customer
Root Cause Description		Case Record Type	CR&R
Resolution Sentiment	Rejected offer	Program	CR&R

Contact Information

Account	Jessica Ramirez	Preferred Mode Of Communication
Litigant		BBB Decision
Primary Contact	Jessica Ramirez	External Case Number
Owner Name	Jessica S Ramirez	Law Office Name/State Agency
Co-Owner Name		Attorney Contact Name
Financial Institution Name	VW Credit Leasing LTD	Customer External Account Number
Financial Institution Contact Name		

SOC Allowed **Vehicle Relationship Details**

VIN	1V2LR2CA0KC535638	Vehicle Relationship	CV-29138178
VIN Text	1V2LR2CA0KC535638	Asset ID Number	465653913963573760

Vehicle Details

Vehicle Make	Volkswagen	Commission Number	
Vehicle Model	ATLAS	Concept/Foreign /Vintage/Future Model	
Vehicle Model Year	2019	Odometer	24,000
Vehicle Sub Model	Atlas SE 3.6	Odometer Measure	Miles
Vehicle Type		Title Status	
Vehicle Fuel Type		Vehicle Ownership Type	Lease (AFS/VCI)

Vehicle Concern

Vehicle Location	Owner	Part ID	
Auction Location		Part ID Description	
Servicing Dealer Name	Volkswagen of Palm Springs	Part Number	
Servicing Dealer Area Code	5E	Sales Document	
Servicing Dealer Region Code	PAR	Reason	
		Reason Description	

Offer

Offer Type	Buyback	Offer Reason	Lemon Law
Offer Status	Offer Rejected	Customer Contribution Amount	
Decision Made Date	7/30/2021	Offer Accepted Date	
Sales Tax Recovery Required?	<input type="checkbox"/>	Sales Tax Recovery Sought	
Sales Tax State		Sales Tax Recovery Amount	

Campaign

Related Campaign	
Campaign Type	
Campaign Description	

Closing Appointment

Closing Appointment Date	Closing Dealer Name
--------------------------	---------------------

Odometer At
Surrender

Odometer At
Surrender Measure

Miles

Messaging Details

SMS Opt In (Verbal)	<input type="checkbox"/>	Opt In Message Sent	<input type="checkbox"/>
Opted In (SMS)	<input type="checkbox"/>	Opted In Time Stamp	
Opted Out (SMS)	<input checked="" type="checkbox"/>	Opted Out Time Stamp	7/10/2021 5:50 PM

System Information

Created By	Admin User, 7/8/2021 5:50 PM	Last Modified By	Brittany Allen, 9/9/2021 11:39 AM
Country	United States	Country Code	USA
Customer ID	03EF4D99-7159-6366-140C-0A906B6C8F83		
Web Email	elbuencacao@gmail.com		

Contact Information**Account Summary**

Account	Jessica Ramirez	Account Record Type	US Person Account
Litigant		Customer Type	Individual
Litigant Flag	<input type="checkbox"/>	VW Affiliation Flag	<input checked="" type="checkbox"/>
Last Name Not Provided	<input type="checkbox"/>	Audi Affiliation Flag	<input type="checkbox"/>
Title	MS.	VW Customer Lifetime Value	
Company Name		Audi Customer Lifetime Value	
Customer Status Type	Owner		

Contact Information

Email	elbuencacao@gmail.com	Do Not Contact	<input type="checkbox"/>
Secondary Email	elbuencacao@gmail.com	Phone	7603337690
Decline Email Indicator	<input type="checkbox"/>	Preferred Phone	
Work Phone	7603337690	Home Phone	7603337690
Work Extension Number		Mobile Phone	7603337690
Email Validity Flag	<input type="checkbox"/>	Audi Marketing Communications	
		VW Marketing Communications	

Address Information

Address	29500 CA- 243 Mountain Center, California 92561 USA	Other Address	USA
Zip Suffix	5410	Address Type	

Social Media Information

Audi Owner's Portal ID	VW Owner's Portal ID
Facebook Handle	Twitter Handle
Instagram Handle	LinkedIn Handle
Audizine Forum Handle	

Associated Cases

Total Number of Cases

Volkswagen Cases: 7

Details

CR&R 3

Issue 4

Audi Cases: 0

Details

NCOA Update Summary

NCOA Code	00	NCOA Code Description
NCOA Date		

System Information

Created By	vwgoa-infa-api Informatica, 7/13/2018 8:20 PM	Last Modified By	vwgoa-infa-api Informatica, 7/11/2021 10:21 PM
Country	United States	Country Code	USA

CR&R Parent Tasks

Repair Order Summary

Status Closed

Case Decision

Status Closed

Specialist Case Tasks

Status Closed

Case History

9/9/2021 11:39 AM

User Brittany Allen

Action **Changed Case Closed By Team to Case Specialist.** Changed Status from Wait for Acceptance to **Closed**.

9/9/2021 11:32 AM

User Brittany Allen

Action **Changed Offer Status to Offer Rejected.** Changed Root Cause to **Extensive Service History.** Changed Resolution Sentiment from Repurchase to **Rejected offer.** Changed Subject from WAIT FOR ACCEPTANCE 09/03 (*final; close case) Ramirez, Jessica(CA) to **Ramirez, Jessica(CA) - Offer Rejected.**

8/25/2021 9:35 AM

User Brittany Allen

Action **Changed Subject from WAIT FOR ACCEPTANCE 09/01 (*final; close case) Ramirez, Jessica(CA) to WAIT FOR ACCEPTANCE 09/03 (*final; close case) Ramirez, Jessica(CA).**

8/20/2021 8:02 PM

User Brittany Allen

Action **Changed Subject from WAIT FOR ACCEPTANCE 08/20 Ramirez, Jessica(CA) to WAIT FOR ACCEPTANCE 09/01 (*final; close case) Ramirez, Jessica(CA).**

8/13/2021 9:56 AM

User Brittany Allen

Action **Changed Subject from EMAIL CUSTOMER NEW OFFER 08/13 Ramirez, Jessica(CA) to WAIT FOR ACCEPTANCE 08/20 Ramirez, Jessica(CA).** Changed Status from Pending Customer Action to **Wait for Acceptance.**

8/12/2021 2:24 PM

User Brittany Allen

Action **Changed Subject from WAIT FOR ACCEPTANCE 08/12 Ramirez, Jessica(CA) to EMAIL CUSTOMER NEW OFFER 08/13 Ramirez, Jessica(CA).**

8/5/2021 1:38 PM

User Brittany Allen

Action **Changed Vehicle Ownership Type to Lease (AFS/VCI).** Changed Subject from WAIT FOR VCI 08/05 Ramirez, Jessica(CA) to **WAIT FOR ACCEPTANCE 08/12 Ramirez, Jessica(CA).**

8/2/2021 2:50 PM

User Brittany Allen

Action **Changed Subject from WAIT FOR CUSTOMER MAIL 08/04 Ramirez, Jessica(CA) to WAIT FOR VCI 08/05 Ramirez, Jessica(CA).**

7/30/2021 4:20 PM

User Brittany Allen

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#:384

Action **Changed Offer Type to Buyback. Changed Offer Reason to Lemon Law. Changed Decision Made Date to 7/30/2021.** Changed Status from Contact Customer to Pending Customer Action.

7/30/2021 4:20 PM

User Brittany Allen

Action **Changed Subject from EMAIL CUSTOMER 07/30 Ramirez, Jessica(CA) *new process to WAIT FOR CUSTOMER MAIL 08/04 Ramirez, Jessica(CA).**

7/29/2021 6:28 PM

User Brittany Allen

Action **Changed Resolution Sentiment to Repurchase. Changed Case Summary. Changed Subject from NEW CASE REVIEW PROCESS: 7/28/2021: Ramirez, Jessica - CRR Review (CA) to EMAIL CUSTOMER 07/30 Ramirez, Jessica(CA) *new process. Changed Status from Wait for Review to Contact Customer.**

7/28/2021 9:23 PM

User Angeline Xavier

Action **Changed Subject from Ramirez, Jessica - CRR Review (CA) to NEW CASE REVIEW PROCESS: 7/28/2021: Ramirez, Jessica - CRR Review (CA).**

7/28/2021 9:21 PM

User Angeline Xavier

Action **Changed Status from In process to Wait for Review.**

7/28/2021 9:21 PM

User Angeline Xavier

Action **Changed Case Owner Team from Case Coordinator to Case Specialist. Changed Case Owner from Angeline Xavier to Brittany Allen.**

7/28/2021 9:18 PM

User Angeline Xavier

Action **Changed Odometer to 24,000.**

7/27/2021 1:07 PM

User Angeline Xavier

Action **Changed Status from New to In process.**

7/27/2021 1:07 PM

User Angeline Xavier

Action **Changed Case Summary. Changed Subject from [From: External] Ramirez, 1V2LRZCA0KC535638, Buyback Request, California to Ramirez, Jessica - CRR Review (CA).**

7/27/2021 1:06 PM

User Angeline Xavier

Action **Changed Parent Case to 04824520.**

7/27/2021 1:06 PM

User Angeline Xavier

Action **Changed Vehicle Sub Model to Atlas SE 3.6. Changed Vehicle Model to ATLAS. Changed Vehicle Model Year to 2019. Changed Vehicle Make to Volkswagen. Changed Asset ID Number to 465653913963573760. Changed VIN Text to 1V2LR2CA0KC535638. Changed Vehicle Relationship to CV-29138178.**

7/9/2021 9:26 PM

User Angeline Xavier

Case 5:22-cv-00734-MWF-MRW Document 14-2 Filed 06/06/22 Page 12 of 80 Page ID #:385

Action Changed Case Owner Team to Case Coordinator. Changed Case Owner from US CR&R Customer Supporting Documents to Angeline Xavier.

7/9/2021 2:10 PM

User Vedada Hadzic

Action Changed Case Merged from 04829590, 04829597 to .

7/8/2021 5:50 PM

User Admin User

Action Changed Customer ID to 03EF4D99-7159-6366-140C-0A906B6C8F83. Changed Primary Contact to Jessica Ramirez. Changed Country Code to USA. Changed Account to Jessica Ramirez. Created.

Emails

[From: External] Ramirez, 1V2LRZCA0KC535638, Buyback Request, California

Message Date 7/8/2021 5:50 PM

Has Attachment

Email Address elbuencacao@gmail.com

Status Read

Subject [From: External] Ramirez, 1V2LRZCA0KC535638, Buyback Request, California

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Final email 3 of 3

Thanks

Text Body --

54423 Village Center Drive
Unit 1
Idyllwild, CA. 92549
(760) 333-7690
(951) 750-0529
<http://elbuencacao.com>
elbuencacao@gmail.com

VWGoA Customer Resolution & Retention - Repurchase/Replacement Request Review CR&R case# 04829601

Message Date 7/8/2021 5:50 PM

Has Attachment

Email Address elbuencacao@gmail.com

Status Sent

Subject VWGoA Customer Resolution & Retention - Repurchase/Replacement Request Review CR&R case# 04829601

Dear Customer,

This email is to acknowledge that you have submitted a request to have your vehicle reviewed for repurchase or replacement. If additional information is needed for our review a member of the Customer Resolution & Retention department will reach out to you. A decision will be provided to your request in 15 business days.

Text Body This email address is not being monitored and no response will be provided for questions. We're happy to help you with any questions or concerns you may have.

Please contact us directly at:

Volkswagen Customer CARE 800-822-8987

or

Audi Customer Experience 800-822-2834

[From: External] Ramirez, 1V2LRZCA0KC535638, Buyback Request, California

Message Date	7/8/2021 5:49 PM
Has Attachment	<input checked="" type="checkbox"/>
Email Address	elbuencacao@gmail.com
Status	Read
Subject	[From: External] Ramirez, 1V2LRZCA0KC535638, Buyback Request, California
	CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
	Continued email 2 of 3
	--
Text Body	<p>54423 Village Center Drive Unit 1 Idyllwild, CA. 92549 (760) 333-7690 (951) 750-0529 http://elbuencacao.com elbuencacao@gmail.com</p>

VWGoA Customer Resolution & Retention - Repurchase/Replacement Request Review CR&R case# 04829597

Message Date	7/8/2021 5:49 PM
Has Attachment	<input type="checkbox"/>
Email Address	elbuencacao@gmail.com
Status	Sent
Subject	VWGoA Customer Resolution & Retention - Repurchase/Replacement Request Review CR&R case# 04829597
	Dear Customer,
	This email is to acknowledge that you have submitted a request to have your vehicle reviewed for repurchase or replacement. If additional information is needed for our review a member of the Customer Resolution & Retention department will reach out to you. A decision will be provided to your request in 15 business days.
	This email address is not being monitored and no response will be provided for questions. We're happy to help you with any questions or concerns you may have.
	Please contact us directly at:
	Volkswagen Customer CARE 800-822-8987
	or
	Audi Customer Experience 800-822-2834

[From: External] Ramirez, 1V2LRZCA0KC535638, Buyback Request, California

Message Date	7/8/2021 5:44 PM
Has Attachment	<input checked="" type="checkbox"/>
Email Address	elbuencacao@gmail.com
Status	Read
Subject	[From: External] Ramirez, 1V2LRZCA0KC535638, Buyback Request, California
	CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
	Email 1 of 3
Text Body	<p>Hello,</p> <p>Due to the fact that you cannot download Google Drive, according to the email. I am sending all documents attached via separate emails as otherwise</p>

there is no sufficient space.

Thank you,
Jessica Ramirez

--

**54423 Village Center Drive
Unit 1
Idyllwild, CA. 92549
(760) 333-7690
(951) 750-0529
<http://elbuencacao.com>
elbuencacao@gmail.com**

VWGoA Customer Resolution & Retention - Repurchase/Replacement Request Review CR&R case# 04829590

Message Date 7/8/2021 5:44 PM

Has Attachment

Email Address elbuencacao@gmail.com

Status Sent

Subject VWGoA Customer Resolution & Retention - Repurchase/Replacement Request Review CR&R case# 04829590

Dear Customer,

This email is to acknowledge that you have submitted a request to have your vehicle reviewed for repurchase or replacement. If additional information is needed for our review a member of the Customer Resolution & Retention department will reach out to you. A decision will be provided to your request in 15 business days.

Text Body This email address is not being monitored and no response will be provided for questions. We're happy to help you with any questions or concerns you may have.

Please contact us directly at:

Volkswagen Customer CARE 800-822-8987

or

Audi Customer Experience 800-822-2834

Case Vehicle Components

CVC-191622

Vehicle Component Category Engine

Vehicle Component Symptom No start

Comments Vehicle no start.

Type Vehicle Component

CVC-191625

Vehicle Component Category Windshield Wipers/Washers

Vehicle Component Symptom Broken/Not Working

Comments Windshield wiper inoperable; gets stuck.

Type Vehicle Component

Files

Jessica Ramirez Repurchase Offer(5th)

Last Modified 9/1/2021 7:32 AM

Created By Brittany Allen

Screenshot_2021-08-26 My Dashboard - Engage - Social Studio

Last Modified 8/26/2021 1:21 PM

Created By Aaron Moinet

Screenshot_2021-08-23 My Dashboard - Engage -

Social Studio

Last Modified 8/23/2021 3:35 PM

Created By Aaron Moinet

Screenshot_2021-08-20 My Dashboard - Engage - Social Studio

Last Modified 8/20/2021 11:13 AM

Created By Aaron Moinet

Jessica Ramirez Repurchase Offer(4th)

Last Modified 8/17/2021 11:12 AM

Created By Brittany Allen

Screenshot_2021-08-13 My Dashboard - Engage - Social Studio(1)

Last Modified 8/13/2021 3:33 PM

Created By Aaron Moinet

Screenshot_2021-08-13 My Dashboard - Engage - Social Studio

Last Modified 8/13/2021 3:33 PM

Created By Aaron Moinet

Jessica Ramirez Repurchase Offer(2nd)

Last Modified 8/9/2021 2:24 PM

Created By Brittany Allen

Ramirez, Jessica

Last Modified 7/28/2021 9:19 PM

Created By Angeline Xavier

Ramirez - Lease Agreement

Last Modified 7/28/2021 9:10 PM

Created By Angeline Xavier

Ramirez - Lender Lessor Form

Last Modified 7/28/2021 9:10 PM

Created By Angeline Xavier

Activity History**Private Message via Twitter**

Name Jessica Ramirez

Due Date 8/23/2021

Type Call

Status Completed

Assigned To Aaron Moinet

Last Modified Date/Time 8/23/2021 3:39 PM

8/23/2021, 11:21 AM

Jessica Ramirez

Comments <pic.twitter.com/qli0VjwRIS>
(photo in files)**Screenshot_2021-08-21 My Dashboard - Engage - Social Studio(1)**

Last Modified 8/21/2021 11:09 AM

Created By Aaron Moinet

Screenshot_2021-08-20 My Dashboard - Engage - Social Studio(1)

Last Modified 8/20/2021 11:13 AM

Created By Aaron Moinet

Jessica Ramirez Replacement Offer

Last Modified 8/17/2021 9:21 AM

Created By Brittany Allen

Screenshot_2021-08-13 My Dashboard - Engage - Social Studio(2)

Last Modified 8/13/2021 3:33 PM

Created By Aaron Moinet

Jessica Ramirez Repurchase Offer(3rd)

Last Modified 8/13/2021 9:58 AM

Created By Brittany Allen

Jessica Ramirez Repurchase Offer

Last Modified 8/5/2021 1:38 PM

Created By Brittany Allen

Ramirez - RO's

Last Modified 7/28/2021 9:17 PM

Created By Angeline Xavier

Ramirez - Registration Form from CA DMV

Last Modified 7/28/2021 9:10 PM

Created By Angeline Xavier

Ramirez - Payment PaperWork

Last Modified 7/28/2021 9:10 PM

Created By Angeline Xavier

8/23/2021, 11:23 AM
Jessica Ramirez

Trying to resolve this issue ASAP as it's gone on for quite a long time. I'm losing my patience, but I have already reached out to the specialist, and awaiting response.

8/23/2021, 3:38 PM
VW

Thank you Jessica, I have added this information to your case so that your CR&R Specialist can review it. -AM

Private Message via Twitter

Name **Jessica Ramirez**

Due Date **8/21/2021**

Type **Call**

Status **Completed**

Assigned To **Aaron Moinet**

Last Modified Date/Time **8/21/2021 3:55 PM**

8/20/2021, 11:18 PM

Jessica Ramirez

pic.twitter.com/x0MKxmLTK2
(photo in files)

8/20/2021, 11:24 PM

Jessica Ramirez

Based on this response VW is ready for a lawsuit as my needs as a VW customer were not met. I will give VW until Monday morning to make amends or I will file a lawsuit against VW. I conveyed this message to your customer care specialist, and I'm conveying it to VW here on social media. I am willing to go through the 15-19 month process so that my needs are met as a VW customer, and by needs I mean all the damages that VW has incurred thus far.

8/20/2021, 11:27 PM

Jessica Ramirez

Comments **Attorney papers will be signed Monday by noon if I don't hear back from VW as a customer and the needs that I presented are not met. The car is not functioning at all. It's a brand new lease. I will be signing documents to hand over the case to my attorney that will be representing me in this case as VW customer. It will cost you more than it will cost me.**

8/21/2021, 11:19 AM

VW

Hi Jessica, thank you for keeping us updated as you continue to go through this process. I have reached out to your CR&R Specialist for you. I see that she has replied to each of your emails, and you've received both a repurchase and replacement offer. Should you choose to seek legal representation that is your choice as a consumer, but I'd encourage you to continue to work with Brittany to resolve this issue. I'll add what you've sent me to your case and be sure that your CR&R Specialist reviews it. -AM

8/21/2021, 3:35 PM
Jessica Ramirez

Will await offer

Private Message via Twitter

Case 5:22-cv-00734-MWF-MRW Document 14-2 Filed 06/06/22 Page 17 of 80 Page ID #:390

Name	Jessica Ramirez
Due Date	8/20/2021
Type	Call
Status	Completed
Assigned To	Aaron Moinet
Last Modified Date/Time	8/20/2021 11:11 AM 8/20/2021, 10:41 AM Jessica Ramirez
Comments	<p>pic.twitter.com/mmUJkrCFBb (photo in files)</p> <p>8/20/2021, 10:42 AM Jessica Ramirez</p> <p>How the heck am I still dealing with this lady and how many times do I have to convey I don't have a functioning car because I've taken it to the dealership numerous times and we're still on square one. Nothing is functioning. Car is not starting. What am I to do?</p> <p>8/20/2021, 10:45 AM Jessica Ramirez</p> <p>If she does not add the value of my previous car to the purchasing offer I will be going public. This lady who represents VW is not only stupid but incompetent. This is who Volkswagen uses as the manager or overseer for resolution and retention.</p> <p>I contacted her this morning, and I probably won't be back til next week because that is how your specialist work at VW.</p> <p>8/20/2021, 10:56 AM Jessica Ramirez</p> <p>pic.twitter.com/xAIKRLnrzy (photo in files)</p> <p>8/20/2021, 10:57 AM Jessica Ramirez</p> <p>That is proof that is in our lease agreement saying what our previous car is valued at. Sending it to you and the "specialist" at vw that's supposed to get me out of this car but hasn't up to this point.</p>

Private message via Twitter

Name	Jessica Ramirez
Due Date	8/13/2021
Type	Call
Status	Completed
Assigned To	Aaron Moinet
Last Modified Date/Time	8/13/2021 3:59 PM 8/10/2021, 5:44 PM Jessica Ramirez
Comments	Hi, I have been dealing with this lady from day 1 and she's is blatantly rude and disrespectful. She has not even sent me the supposed latest over that she supposedly claims. Furthermore, she is presuming that I am rejecting an offer because I want to be transferred to someone that's not

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#:391

incompetent. So when does the offer expire if she hasn't sent me the latest offer that she's supposedly talking about? Is she not right in the head. Why do I have to keep telling someone to do their job. It's not my job.

8/10/2021, 5:44 PM

Jessica Ramirez

<pic.twitter.com/qIBUsrsGlh>
(photo in files)

8/10/2021, 5:45 PM

Jessica Ramirez

Is that how VW treats customers???

8/10/2021, 6:24 PM

Jessica Ramirez

I have attached photos of my previous email in case that was left out and are wondering how can a disrespectful and rude person work for VW. Definitely not a way to treat a paying customer because that is what I am until I am given an offer that's not contemptuous.

8/10/2021, 6:24 PM

Jessica Ramirez

<pic.twitter.com/fyoflvAUxi>
(photo in files)

8/10/2021, 6:25 PM

Jessica Ramirez

<pic.twitter.com/huhC6qyVqr>
(phoro in files)

Private Message via Twitter

Name	Jessica Ramirez
Due Date	8/10/2021
Type	Call
Status	Completed
Assigned To	Aaron Moinet
Last Modified Date/Time	8/10/2021 5:10 PM 8/10/2021, 1:28 AM Jessica Ramirez
Comments	<p>Hello! I have been having issue after issue with my 2019 VW Atlas. I have been dealing with a rude and incompetent "specialist" from the Volkswagen Group of America as the dealership wasn't able to fix my car. And at this point I don't know what to do? I've been reading online that I have to tweet VW, so I'm doing this as my last resort as I have been a customer for many years and I am being treated like trash from a "customer resolution & retention" specialist. Help!! I just want to get rid of my VW and never ever EVER purchase/lease VW</p> <p>8/10/2021, 3:30 PM Jessica Ramirez</p> <p>Case # 04829601</p> <p>8/10/2021, 5:03 PM VW</p>

Thank you Jessica, I was able to locate your case and reach out to your specialist. She informed me that you buyback letter has been sent and that you are welcome to reply to any of her previous correspondence about that letter so that we can best proceed with your request. -AM

Voicemail To Owner

Name	Jessica Ramirez
Due Date	8/10/2021
Type	Call
Status	Completed
Assigned To	Brittany Allen
Last Modified Date/Time	8/10/2021 4:31 PM
Comments	LVMM at 760-333-7690; stated following up on email sent today regarding twitter message and buyback case; reaching out to discuss any outstanding questions had regarding the offer sent; willing to discuss by phone instead of email as there seems to be confusion from email correspondence; provided direct phone number for return call.

Email: [From: External] Ramirez, 1V2LRZCA0KC535638, Buyback Request, California

Name	Jessica Ramirez
Due Date	7/8/2021
Type	
Status	Completed
Assigned To	Admin User
Last Modified Date/Time	11/4/2021 3:26 PM
Comments	

Email: [From: External] Ramirez, 1V2LRZCA0KC535638, Buyback Request, California

Name	Jessica Ramirez
Due Date	7/8/2021
Type	
Status	Completed
Assigned To	Admin User
Last Modified Date/Time	11/4/2021 3:26 PM
Comments	

Email: [From: External] Ramirez, 1V2LRZCA0KC535638, Buyback Request, California

Name	Jessica Ramirez
Due Date	7/8/2021
Type	
Status	Completed
Assigned To	Admin User
Last Modified Date/Time	11/4/2021 3:26 PM
Comments	

Email: VWGoA Customer Resolution & Retention - Repurchase/Replacement Request Review CR&R case# 04829597

Name	Jessica Ramirez
Due Date	7/8/2021
Type	
Status	Closed
Assigned To	Admin User
Last Modified Date/Time	7/9/2021 2:10 PM

Additional To: elbuencacao@gmail.com

CC:

BCC:

Attachment:

Subject: VWGoA Customer Resolution & Retention - Repurchase/Replacement Request Review
CR&R case# 04829597

Body:

Dear Customer,

Comments This email is to acknowledge that you have submitted a request to have your vehicle reviewed for repurchase or replacement. If additional information is needed for our review a member of the Customer Resolution & Retention department will reach out to you. A decision will be provided to your request in 15 business days.

This email address is not being monitored and no response will be provided for questions. We're happy to help you with any questions or concerns you may have.

Please contact us directly at:

Volkswagen Customer CARE 800-822-8987

or

Audi Customer Experience 800-822-2834**Email: VWGoA Customer Resolution & Retention - Repurchase/Replacement Request Review CR&R case# 04829590**Name **Jessica Ramirez**Due Date **7/8/2021**

Type

Status **Closed**Assigned To **Admin User**Last Modified Date/Time **7/9/2021 2:10 PM**

Additional To: elbuencacao@gmail.com

CC:

BCC:

Attachment:

Subject: VWGoA Customer Resolution & Retention - Repurchase/Replacement Request Review
CR&R case# 04829590

Body:

Dear Customer,

Comments This email is to acknowledge that you have submitted a request to have your vehicle reviewed for repurchase or replacement. If additional information is needed for our review a member of the Customer Resolution & Retention department will reach out to you. A decision will be provided to your request in 15 business days.

This email address is not being monitored and no response will be provided for questions. We're happy to help you with any questions or concerns you may have.

Please contact us directly at:

Volkswagen Customer CARE 800-822-8987

or

Audi Customer Experience 800-822-2834**Email: VWGoA Customer Resolution & Retention - Repurchase/Replacement Request Review CR&R case# 04829601**Name **Jessica Ramirez**Due Date **7/8/2021**

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Type	
Status	Closed
Assigned To	Admin User
Last Modified Date/Time	7/8/2021 5:50 PM
	Additional To: elbuencacao@gmail.com
	CC:
	BCC:
	Attachment:
	Subject: VWGoA Customer Resolution & Retention - Repurchase/Replacement Request Review CR&R case# 04829601
	Body:
	Dear Customer,
	This email is to acknowledge that you have submitted a request to have your vehicle reviewed for repurchase or replacement. If additional information is needed for our review a member of the Customer Resolution & Retention department will reach out to you. A decision will be provided to your request in 15 business days.
Comments	<p>This email address is not being monitored and no response will be provided for questions. We're happy to help you with any questions or concerns you may have.</p> <p>Please contact us directly at:</p> <p>Volkswagen Customer CARE 800-822-8987</p> <p>or</p> <p>Audi Customer Experience 800-822-2834</p>

Case Transition

Name	Jessica Ramirez
Due Date	
Type	
Status	Completed
Assigned To	Brittany Allen
Last Modified Date/Time	9/9/2021 11:32 AM
Comments	

Decide offer type

Name	Jessica Ramirez
Due Date	
Type	
Status	Completed
Assigned To	Brittany Allen
Last Modified Date/Time	7/29/2021 6:28 PM
Comments	

Chatter

Text Posts

Brittany Allen Note to user: Offered repurchase or replacement; customer was not satisfied with mileage offset and negative equity; reduced mileage offset by half as gesture of goodwill; customer continued to demand further adjustment; did not want to wait estimate time frame for replacement. I provided final date of extension case and offers would be left open; clarified case would be closed if offers were rejected with no further action. All email correspondence is outlined in the feed.

September 9, 2021 at 11:37 AM

Brittany Allen File: Jessica Ramirez Repurchase Offer(5th) added to a case
September 1, 2021 at 7:32 AM

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Brittany Allen From: VWGOA CRR 24 Sent: Wednesday, September 1, 2021 7:32 AM To: 'Erik & Jessica Landis-Ramirez' <elbuencacao@gmail.com> Subject: RE: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, In reviewing your additional email sent yesterday it is not clear if you have in fact retained an attorney or not. In the event you are not represented by legal counsel, I am sending you the updated repurchase offer letter to reflect the recent rental fee incurred. Because today (09/01) is the date you are scheduled to return the rental, I understand things may change. If you have a different/updated invoice to send you are welcome to do so. Otherwise, if you are formally represented I can no longer speak with you and will work directly with the attorney.
September 1, 2021 at 7:32 AM

Brittany Allen From: VWGOA CRR 24 Sent: Tuesday, August 31, 2021 11:59 AM To: 'Erik & Jessica Landis-Ramirez' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, You sent an email yesterday 08/30 at 5:54pm EST. I am not in the office at that time. Further, my initial communication to you outlined to allow 24-48 business hours for a response to all voicemail messages and/or emails. All prior correspondence to you has been within the aforementioned time frame. I have not yet had the opportunity to review your attachments sent yesterday evening and update the offer letter if applicable. We are still within the outlined time frame, but I will ensure to do so by the end of business today. However, your email from a few moments ago indicates you are proceeding with your attorney. If this is so, the current case will be closed until our office receives a formal demand from your attorney. At that time, I will work directly with your legal counsel.
August 31, 2021 at 12:01 PM

Brittany Allen From: Erik & Jessica Landis-Ramirez <elbuencacao@gmail.com> Sent: Tuesday, August 31, 2021 11:50 AM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Moving forward, I have not heard from VW and I am taking this as a sign to hand it over to my attorney at this point. Thanks, Jessica R.
August 31, 2021 at 12:01 PM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Monday, August 30, 2021 5:53 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hello, After careful consideration I have decided to take the buyback offer with a fifth offer adding the car rental that I am currently using for a business trip as our car is still not functioning. I have attached the receipt of the rental vehicle. I will be back on Thursday and that is when I will be signing the offer and getting it notarized.
August 31, 2021 at 12:00 PM

Aaron Moinet File: Screenshot_2021-08-26 My Dashboard - Engage - Social Studio added to a case
August 26, 2021 at 1:21 PM

Brittany Allen From: VWGOA CRR 24 Sent: Wednesday, August 25, 2021 9:35 AM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, The case will remain open through September 3, 2021.
August 25, 2021 at 9:35 AM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Tuesday, August 24, 2021 4:54 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hello, I will not be signing papers to hand it over to the attorney just yet, I don't want to go through the long 15 month or possibly less of a process, but I will need some time at least an extra week to think what decision I am going to make. I am not sure when the offer expires, but if you can extend it over to a week after it expires that would be great. I need some time to think about it, and I also have a business to run and can't focus when I have business matters to run. The car isn't functioning and I still have to deal with a non-functioning vehicle to run a business. If you can please extend the offer that would be highly appreciated. Thanks, Jessica R.
August 25, 2021 at 9:34 AM

Aaron Moinet File: Screenshot_2021-08-23 My Dashboard - Engage - Social Studio added to a case
August 23, 2021 at 3:35 PM

Brittany Allen From: VWGOA CRR 24 Sent: Monday, August 23, 2021 1:30 PM To: 'Erik & Jessica Landis-Ramirez' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, I have already waived half of your mileage offset as a gesture of goodwill to you due to the experience; there will be no further deductions. Further, all of our correspondence and all of the twitter direct messages have been documented verbatim in the case. I have attempted to relieve you of the vehicle since my first email on 07/30/2021 and emails thereafter. You are in receipt of two compliant offers under applicable law. They are open for 15 days from the date outlined on the letter. If I do not receive a response of acceptance for either offer within the aforementioned time frame we will presume you have rejected both offers and the case will be closed.
August 23, 2021 at 1:31 PM

Brittany Allen From: Erik & Jessica Landis-Ramirez <elbuencacao@gmail.com> Sent: Sunday, August 22, 2021 11:32 AM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas I sent a message to VW on Twitter and they encouraged me to work with you. Here is the deal, I am willing to close the deal if you completely take off the mileage offset and send the 5th offer with those changes. And you know what, VW doesn't even have to pick up the non-functioning vehicle we will tow it wherever you want us to ourselves. If you are not able to take off the mileage offset I will have to resort to obtaining it through the lemon law, and not only that but I will also file a lawsuit for all the grievances, and will have proof of the various emails we've exchanged and all the trouble VW has put me through just for being a VW customer. It will cost VW more than

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it will cost me. I will be signing Monday at noon the documents to hand over the case to my attorney. If I don't get an offer before then I will take it as you declining to help or assist a VW customer that has gone through a lot of trouble with a brand new lease. VW Customer Jessica R.

August 23, 2021 at 1:30 PM

Aaron Moinet @Brittany Allen FYI CUST reached out again; CUST is now saying that they will seek legal console
August 21, 2021 at 11:21 AM

Aaron Moinet File: Screenshot_2021-08-21 My Dashboard - Engage - Social Studio(1) added to a case
August 21, 2021 at 11:09 AM

Brittany Allen From: VWGOA CRR 24 Sent: Friday, August 20, 2021 7:58 PM To: 'Erik & Jessica Landis-Ramirez' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, The \$7500 was not "rolled over" and value added with the replacement offer. I sent a secondary email further explaining this. It is negative equity and not something you are entitled to receive reimbursement for under the law. I have noted your below correspondence that you are formally declining both offers as we are unable to meet your request for reimbursement of your trade-in to which the amount owed on the vehicle was greater than the value at the time of the transaction.

August 20, 2021 at 8:01 PM

Brittany Allen From: Erik & Jessica Landis-Ramirez <elbuencacao@gmail.com> Sent: Friday, August 20, 2021 6:29 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hello, I will not be accepting the replacement offer as I will still be left without a car if I were to take the offer. I will accept the purchase offer if the \$7500 that our previous vehicle was valued at is added to the purchasing offer. It will add up to more than \$15,000, but I am willing to round it off to straight \$15,000 to get out of this vehicle. If you are able to rollover the equity from the previous car. You are ALSO able to add the value of the previous vehicle. That's how it's going to work. I sent you the contract stating what my car is valued if need proof of document. If I do not get a 5th offer with the added changes mentioned above I will not take your previous offers, and I will move forward with a lawsuit. It will be about a 15-19 month process, but I'm willing to endure that long of a process because if I weren't sure we would win I would not make mention of it. Therefore, I am giving VW a chance to reconsider my counter-offer, if you are not willing to meet my needs I will move forward with this lawsuit and it will cost you more than it will cost me. This is your last chance. I will be signing documents today to hand over this case to an attorney to file lawsuit against VW, if my needs are not met. Thank you, Jessica R.

August 20, 2021 at 8:00 PM

Brittany Allen From: VWGOA CRR 24 Sent: Friday, August 20, 2021 6:26 PM To: 'Erik & Jessica Landis-Ramirez' <elbuencacao@gmail.com> Subject: RE: [From: External] lease agreement.pdf Ms. Ramirez, I sent a reply email a few moments ago but I did not reply to this below email specifically since this was previously addressed. In case my prior correspondence on this matter was missed, I will address the prior trade-in detail below. The lease agreement was previously received and reviewed. The only document that had not been received was a copy of your current registration. Nonetheless, the lease agreement shows you traded in a Jetta and the agreed upon value was \$7500. It further shows you owed on that vehicle still and the balance owed on the Jetta was \$11,553.00. This means you owed more on the vehicle than its trade-in value which left a negative balance of \$4,053.00. You are not entitled to receive reimbursement for the previous trade-in because you are still responsible for the amount you owed on the car. There is not a positive dollar amount that is available for you to be reimbursed for. This negative debt was rolled into the new deal for your Atlas. - With the buyback option, VW of America is agreeing to pay off your current lease, less the amount that is negative debt from a prior un-related vehicle. This is why it is reflected as a deduction. - With the replacement option we are not paying off your current lease so there is no need to reflect the negative equity deduction. Your current lease contract remains the same. Please note this is only shared as a means to further explain since the question has been repeated. It is not shared as a means to be insulting in any way. If you would like this explained to you over the phone so that it can be better understood, you are welcome to let me know.

August 20, 2021 at 6:25 PM

Brittany Allen From: VWGOA CRR 24 Sent: Friday, August 20, 2021 5:53 PM To: 'Erik & Jessica Landis-Ramirez' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas You would need to tow the vehicle. That is what is done when a vehicle cannot be driven by the responsible party; it is towed to a dealership for diagnosis and repair. There is no need to further convey your message. I am quite clear that the vehicle is not drivable; that does not negate your responsibility as the owner of the vehicle. Nor is that what is in question at this time. We are in complete understanding your vehicle is not drivable. As previously shared, we are not requiring you to keep a vehicle that cannot be driven. You may take the vehicle to any servicing VW dealership for diagnosis and the determined applicable repair. The terms of both the repurchase and replacement offers will remain as they are outlined in the letters; all details are outlined directly in each letter as they have been reiterated in past email correspondence to you. Your twitter messages have again been forwarded to me as I am the case handle for all matters pre-litigation in this area. You are in receipt of two compliant offers under state law and there will be no further changes. The offers are open for 15 days from the date of each letter. You are not obligated to accept either offer. In the event you do not respond with acceptance of either offer during the aforementioned timeframe your case will be closed due to offers rejected.

August 20, 2021 at 5:55 PM

Brittany Allen From: Erik & Jessica Landis-Ramirez <elbuencacao@gmail.com> Sent: Friday, August 20, 2021 10:54 AM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] lease agreement.pdf CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Here

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is the lease agreement stating what the previous car was valued at and should be included in the purchasing offer. I have attached it for your convenience!

August 20, 2021 at 5:53 PM

Brittany Allen From: Erik & Jessica Landis-Ramirez <elbuencacao@gmail.com> Sent: Friday, August 20, 2021 10:36 AM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Are you stupid? I have mentioned this in previous email many times. THE CAR IS NOT FUNCTIONING! How do you expect me to get this car to the dealer if I haven't had a car in months. Do you think I would be going back and forth with you if this car was still functioning? How else am I to convey this message? The car is not working! It is not driving. It needs to be picked up because they never fixed it at the dealership even though I took it various times. Hence, the documents I have sent weeks ago. If the car would be functioning I wouldn't even be in this situation. Here is the deal, you're adding the 7500 to the purchasing offer, which is what my other car is valued at. You were able to rollover the equity from the previous car. You are ALSO able to add the value of the previous vehicle. That's how it's going to work. I will send over the contract stating what my car is valued at since you want documents/proof. That will be proof enough, and you will add that to the purchasing deal.

August 20, 2021 at 5:53 PM

Aaron Moinet @Brittany Allen CUST is reaching out again about VEH issue and buyback request; she is upset about the conditions of the terms of the offer that you have made; other than letting her know that she needs to continue to work with you, is there anything that you would like me to add?

August 20, 2021 at 11:19 AM

Brittany Allen @Aaron Moinet no, there is nothing further I would like for you to add. I have been in constant communication with this customer. She is in receipt of both a repurchase and replacement offer and I have responded to every single email communication she has sent.

August 20, 2021 at 5:48 PM

Aaron Moinet File: Screenshot_2021-08-20 My Dashboard - Engage - Social Studio added to a case

August 20, 2021 at 11:13 AM

Aaron Moinet File: Screenshot_2021-08-20 My Dashboard - Engage - Social Studio(1) added to a case

August 20, 2021 at 11:13 AM

Brittany Allen From: VWGOA CRR 24 Sent: Friday, August 20, 2021 8:23 AM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, The details you are requesting are already outlined in the replacement offer letter that I sent to you on 8/17/2021. Please review the replacement offer letter to become familiar with information regarding the transaction; it is attached again to this email for reference. In the meantime, you will need to take your current vehicle in for service; it is still your vehicle and at your responsibility to address any current service-related concerns to have a working vehicle. Also detailed in the offer letter, you must surrender the vehicle as originally equipped/supplied at the replacement transaction when the new vehicle is ready. When the new vehicle is ready there will be a replacement transaction at the dealership to which you will surrender the 2019 Atlas, sign a couple of documents and take delivery of the replacement Atlas. If you need alternate transportation while your current 2019 Atlas is at the dealership for diagnosis/repairs, I will reimburse you up to \$45/day for a rental. The manufacturer does not have "loaner vehicles" nor a loaner vehicle program; however, I am happy to reimburse you the cost of alternate transportation (i.e. rental, uber, etc.) while your current Atlas is in for service. I want to clarify, there is no new contract for the replacement. As outlined in the offer letter, "the terms of your existing contract remain the same". Essentially this means I am only swapping you out of one vehicle for another. There is not a new deal/new sale.

August 20, 2021 at 8:24 AM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Thursday, August 19, 2021 6:13 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Seeing as none of my needs are being met, I'm going to have to deal with VW. So in order for me to approve the replacement contract I need my needs to be met. That means as a VW customer if I'm waiting 3-5 months to get a brand new vehicle I need a replacement vehicle (whatever that is) during the period that I will be awaiting for my brand new car. And if that is the case, I need the vehicle to be delivered to my home address and I need the old vehicle to be picked up and delivered to the closest dealership convenient to you from our home address. You stated the following: In previous documented correspondence I offered to replace your vehicle. I would replace your current vehicle with the newest model year Atlas at no cost to you. This means I would waive the mileage offset entirely and you would also not be required to pay your negative equity in order to complete the replacement. I need this to be outlined in the new contract, so that if we do have issues with this next brand new car that VW is offering I am completely covered meaning the mileage offset will be completely waived, and there will be no negative equity rolled over to the contract, so whatever I pay for the vehicle is going to be given to me completely and without any restraints. Thank you, Jessica R.

August 20, 2021 at 8:23 AM

Brittany Allen From: VWGOA CRR 24 Sent: Thursday, August 19, 2021 5:01 PM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Hello Ms. Ramirez, I'm sorry for the delay in my response as I was out of the office yesterday. I reviewed prior correspondence sent to me and did not see mention of you being unable to receive a return phone call regarding scheduling an appointment. I have acknowledged understanding that you are in need of a functioning vehicle. I can try to assist with contacting the dealership for you if preferred. Or, you are welcome to visit a different VW dealership for service. In the

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meantime, I have offered to get you out of the vehicle as it merits a repurchase/replacement settlement under applicable law. This means you are not obligated to keep the current Atlas and we have attempted to provide resolution so that you do not have to maintain/retain a vehicle that does not work for you. As I previously shared and updated in the repurchase offer, there will be no further adjustments made to the mileage offset. The mileage calculation is based on your use of the vehicle to which there is shared responsibility you will maintain. I reduced the deduction by half as a gesture of goodwill to you because of the experience; what is outlined in the most recent offer will remain.

August 20, 2021 at 8:23 AM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Tuesday, August 17, 2021 11:38 AM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas That is the issue I don't think you understand because as I have mentioned before I have tried numerous times to make an appointment with the dealership. They have not corresponded with any of my voicemails, I have to call before I make an appointment because it literally is a trip for me to head down to the desert and get the vehicle fixed. I have made it down there numerous times before and the customer service there sucks, I make it a point to close our business to take a trip to the service area because they have had me waiting for over 4 hours many times at the dealership because they never have a vehicle replacement when they are "fixing" the car. Yes, you would expect me to maintain the vehicle as it should be, but I am being denied maintenance at the dealership in Palm Springs, and they are not returning my calls or voicemails. I've spoken to the manager numerous times, and he still hasn't gotten back to me. The vehicle is not functioning, it has to be picked up, and nobody is returning my calls or voicemails. If you at the very least, out of the goodness of your heart or "goodwill" take off the mileage offset due to all the grievances then I am willing to take the offer today. I NEED A FUNCTIONING CAR. I don't know how else I need to convey my message.

August 19, 2021 at 3:57 PM

Brittany Allen File: Jessica Ramirez Repurchase Offer(4th) added to a case

August 17, 2021 at 11:12 AM

Brittany Allen From: VWGOA CRR 24 Sent: Tuesday, August 17, 2021 11:11 AM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, I am in complete understanding from all your prior correspondence that you are currently without a working vehicle to tend to the needs of both your business and family. I have been trying to get you out of the vehicle, since my first email to you back on July 30, 2021. In the meantime, as you are currently the owner responsible for the vehicle you are welcome to schedule a service appointment at any VW dealership to address current/unresolved concerns. We would expect you maintain the vehicle for service as we would want you in a safe and working vehicle for your family. Volkswagen of America is offering to repurchase or replace your vehicle. The repurchase offer follows California state law and will not be negotiated for a different dollar amount beyond what the law outlines you are entitled to. I am formally reiterating we are unable to meet your request for \$15,000 for 'grievances'. The offer will not be increased to \$15,000 and the offer will not be increased to remove your negative equity. I have updated the repurchase offer letter to reflect reimbursement of your rental fees incurred from July 13-July 21; the new letter is attached.

August 17, 2021 at 11:12 AM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Tuesday, August 17, 2021 10:36 AM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Rental receipt is attached.

August 17, 2021 at 11:12 AM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Tuesday, August 17, 2021 10:35 AM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas 3-5 months is a long time to be without a car, and I've already been too long without a functioning car. I don't want to be placed in the same car that put me in this situation. The fact of the matter is that I am currently without a functioning car, and we own a small business and have errands to run. This puts us behind in a lot of business matters that we need to tend to and need to travel in regards to our business. The fact that I have no functioning car and I'm paying on a monthly basis regardless is ridiculous. It's a brand new car and it's not running. I've already had to rent a car due to the fact that I cannot drive this car, so I have attached a receipt of that. We are a one-car family meaning we only use one car to do all our driving. If I had another car you think I would be going back and forth with you? I needed a fully functioning car yesterday, so what I'm asking is that I get paid \$15,000 for all the grievances I've had to deal with in purchasing this car. I have had to drive back and forth to the desert which is over 50 miles from where we live just to get the vehicle back to worse conditions than it was. The car reeks of gas and I've had to put my 7-year old into those conditions coming back to our home from the dealer, running out of gas, staying stranded in the middle of nowhere and all because the car was not fixed. I mean, I would not be surprised if we did a deep investigation and nothing was done to the vehicle, but the fact of the matter is that we have no functioning car. I do not want another VW replacement to put me in the same situation, I want the full amount stated above.

August 17, 2021 at 11:12 AM

Brittany Allen From: VWGOA CRR 24 Sent: Tuesday, August 17, 2021 9:21 AM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, No, that is incorrect. I stated that I would replace your vehicle at no additional to you; meaning you would not pay more than you are and there are no out of pocket fees you would be expected to pay.

Further I explained this to mean that I would not deduct your mileage offset and you would not be required to pay the negative equity to VW of America in order to complete the replacement. The terms of your existing contract, including monthly payment, would remain the same. The replacement offer is attached.

August 17, 2021 at 9:23 AM

Brittany Allen File: Jessica Ramirez Replacement Offer added to a case

**Case 5:22-cv-00734-MWF-MRW Document 14-2 Filed 06/06/22 Page 26 of 80 Page ID
#:399**August 17, 2021 at 9:21 AM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Monday, August 16, 2021 9:27 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: Re: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hello, In theory, if the car were to be replaced for the newest model year Atlas at no cost, mileage offset waived, and no negative equity required to pay it means that our monthly payment would be lower than what we are currently paying, correct? Is there any way to find out what our monthly cost will be for the replacement of the vehicle since it will not roll over any of the fees that you mentioned? Thank you, Jessica R.

August 17, 2021 at 9:00 AM

Brittany Allen From: VWGOA CRR 24 Sent: Monday, August 16, 2021 7:21 PM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: RE: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, In previous documented correspondence I offered to replace your vehicle. I would replace your current vehicle with the newest model year Atlas at no cost to you. This means I would waive the mileage offset entirely and you would also not be required to pay your negative equity in order to complete the replacement. The two available options: 1. Replacement 2. Repurchase; based on the financial details outlined in the letter There is not an additional option available to give you \$7500 onto the buyback offer or give you a vehicle similar to the one you traded-in. It was your decision as a consumer to trade in a vehicle to which there was still an outstanding loan on it. At the time you signed the contract, you agreed to trade in the vehicle and roll in that negative equity. There is not a way to undo what you previously signed and agreed to.

August 16, 2021 at 7:22 PM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Monday, August 16, 2021 2:41 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hello, As a paying VW customer who has consistently and still continues to pay for a non-functional VW vehicle I am to be made whole, and at this point I have no working car. You can work it out in such a way that you give me a working car similar to the one I traded in with no liens of any kind plus the 7k in the letter. Thanks, Jessica R.

August 16, 2021 at 7:16 PM

Brittany Allen From: VWGOA CRR 24 Sent: Monday, August 16, 2021 8:51 AM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, The mileage offset will not be completely removed, because you are responsible for the miles drive on the vehicle prior to taking the car in for the first reported non-conformity. I reduced this by half as a gesture of goodwill; additional reduction to this will not happen. You owed more on the previous vehicle than the value of the car. Subsequently, you had negative equity that was rolled in and added to the contract for your Atlas. There is not a positive balance for the previous vehicle, specifically \$7500, available for reimbursement. If you had not owed anything on the trade-in, then you would be receiving the total trade-in amount. But, because you owed more on it than it was valued to be there is a negative debt to which you are still responsible for. As outlined in the offer letter, the payoff amount will be the total outstanding balance you owe to VW Credit. Once the buyback transaction completes, our office contacts the financial institution and requests a final payoff. I do not have what that number will be at this time because it is subject to change between now and the buyback transaction (i.e. if additional payments are made). VW of America is unable to meet your request to round off the repurchase offer from \$7,522.72 to \$15,000.00. You have received our best and final offer as of 8/13/2021; subject to the inclusion of any additional lease payments that are made or insurance payments as detailed in the offer letter. Lastly, I received the forwarded twitter messages from last week. There is not anyone for you to be 'transferred' to that will change the offer. I am the specialist handling all pre-litigation matters in this area for California. The offer is open for 15 days from the date of the letter if you wish to proceed. Otherwise, you may confirm if you are declining the offer and I will close the case.

August 16, 2021 at 8:52 AM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Friday, August 13, 2021 2:55 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hello, Seeing as the mileage offset was not removed I can say it looks better, but that only reimburses some of the expenses. How about our previous car valued at \$7500 and all the grievances? At the very least, since the mileage offset was not removed I am requesting we add the \$7500 which was what my previous car was valued at, excluding the grievances. Since the equity from the previous car was added then I think it would only be fair to add the \$7500 that the car was valued at. We can round off the amount to \$15,000 and please disclose what you're paying off to the company financing the lease. Thank you, Jessica R.

August 16, 2021 at 8:51 AM

Aaron Moinet @Brittany Allen FYI CUST DM'd via Twitter, on 8/10, but I was off. Call logged. Is there anything you want me to relay for you?

August 13, 2021 at 4:03 PM

Aaron Moinet File: Screenshot_2021-08-13 My Dashboard - Engage - Social Studio(1) added to a case
August 13, 2021 at 3:33 PM

Aaron Moinet File: Screenshot_2021-08-13 My Dashboard - Engage - Social Studio(2) added to a case
August 13, 2021 at 3:33 PM

Aaron Moinet File: Screenshot_2021-08-13 My Dashboard - Engage - Social Studio added to a case
August 13, 2021 at 3:33 PM

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#:400**

Brittany Allen From: VWGOA CRR 24 Sent: Friday, August 13, 2021 9:56 AM To: 'El Buen Cacao' <elbuencacao@gmail.com>
Subject: RE: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, The updated offer letter is attached. All financial details are outlined in the letter, including language regarding the adjustments that were made.

August 13, 2021 at 9:58 AM

Brittany Allen File: Jessica Ramirez Repurchase Offer(3rd) added to a case
August 13, 2021 at 9:58 AM

Brittany Allen From: VWGOA CRR 24 Sent: Thursday, August 12, 2021 2:02 PM To: 'El Buen Cacao' <elbuencacao@gmail.com>
Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, That is not a repair that you paid out of pocket for. That is the standard maintenance, specifically your 20K maintenance you paid for. That is part of ownership for a vehicle. It is not reimbursable which is why I did not include it in the original offer. Again, this document was received from VW of Palm Springs prior to your submission yesterday and your re-submission of them twice today. **I will review the attachments sent in your latest email that include proof of payments (i.e. insurance) and update the offer accordingly. I will not be removing the mileage offset entirely. The mileage calculation is based on your use of the vehicle to which there is shared responsibility you will maintain. I confirmed I would reduce this deduction solely as a gesture of goodwill. You can expect to receive an updated offer letter from me no later than the end of business Friday August 13th.**

August 12, 2021 at 2:03 PM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Thursday, August 12, 2021 12:50 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas I have attached premiums as well as recent proof of payment for this month. The equity can stay in the offer, but if you can include both premiums, and completely remove the mileage offset we will accept the offer, and it's a done deal. I'll sign the papers and I'm done dealing with VW. It would be in your best interest for the sake of your time in case handling for the buyback of my Atlas, as you mentioned in prior emails. Thanks, Jessica R.

August 12, 2021 at 2:03 PM

Brittany Allen From: Erik & Jessica Landis-Ramirez <elbuencacao@gmail.com> Sent: Thursday, August 12, 2021 11:56 AM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas AGAIN, I have not declined registration information. All my registration information was sent prior to the offer, and AGAIN I am not responsible for loss of documents already sent over two weeks ago, so if the documents I sent were not available to you prior to the offer then that is completely a department failure. NOT MY RESPONSIBILITY. I see the RO numbers, but in the offer I wasn't reimbursed for the repairs that were made out of pocket. AGAIN, I am attaching the repair forms for which I paid for. That is proof of payment sent directly to you. Jessica R.

August 12, 2021 at 2:03 PM

Brittany Allen From: VWGOA CRR 24 Sent: Thursday, August 12, 2021 11:26 AM To: 'Erik & Jessica Landis-Ramirez' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, The repair forms you sent yesterday were previously included in my review. There is a team in our office, case coordinators, that follow up with dealerships for any missing repair order documents on every case. This was done for your case prior to your email yesterday. Below is a screenshot from our system showing the repair order numbers I had already received and that were already included in the review, dated 07/28/2021. As you can see, the repair order numbers we already obtained match the repair orders you sent yesterday. It would be of no benefit to me personally or on behalf of VW of America not to obtain the whole repair history file for this case. Our office reviews a customer's complete service file and determines if it merits a settlement under the applicable state's law. We have had the service documents and subsequently I have offered to repurchase the vehicle or to replace the vehicle. The only missing document I requested of you was a copy of the registration card to which you have declined to provide. I have since no longer requested it of you as a means to try and proceed with the case. As outlined in the offer letter, you will need to send proof of any additional payments made directly to me. I confirmed you will be reimbursed for said payment. I will update the offer letter to reflect reimbursement of the aforementioned items when you send confirmation of them. I will extend the offer for 7 business days and the case has been reflected as such.

August 12, 2021 at 11:30 AM

Brittany Allen From: Erik & Jessica Landis-Ramirez <elbuencacao@gmail.com> Sent: Thursday, August 12, 2021 10:54 AM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hello, You're repair forms date from the beginning of 2021 because that is what I sent before the offer and that was all I sent. The review forms I sent yesterday have not been reviewed. I have proof I never sent these. The repair forms I sent yesterday I never sent until yesterday, so they NEED TO BE REVIEWED. There are repair forms that include repairs that I paid for out of pocket, so that needs to be fixed into the offer. THESE REPAIR FORMS WERE NEVER SENT UNTIL YESTERDAY, so please review. There does not appear to be any missing repair orders that would need to be submitted. No, because I just found these repair forms as explained in my previous email. The repair forms I sent yesterday are documentation that has not been provided. I emailed them to you yesterday, but seeing as you completely ignored it then I have ONCE AGAIN attached those documents for your convenience. I will also need you to include in the offer this month's VW payment as that payment went through and I will be following with proof. Also, I am asking you now as a VW customer to extend the offer to 10 days as that is when I will be receiving official documents for insurance paid. I have a right as consumer to ask for that extension, which I already asked for a while back and you completely ignored. Jessica R.

August 12, 2021 at 11:26 AM

Case 5:22-cv-00734-MWF-MRW Document 14-2 Filed 06/06/22 Page 28 of 80 Page ID #:401

Brittany Allen From: VWGOA CRR 24 Sent: Thursday, August 12, 2021 8:37 AM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, I have all of these repair orders from Palm Springs and have previously reviewed them prior to my initial contact to you. Based on that review completed, I believed the service history merited a repurchase or replacement offer under California state law; the offers have previously been shared with you. In reviewing your VIN across all warranty claims for dealer work completed, there does not appear to be any missing repair orders that would need to be submitted. But, if you happen to have documentation on the contrary that has not been provided already, you are welcome to email them to me. Your requests for those updates has been previously addressed in my prior correspondence. I say that with the utmost respect, as I do not want the notation to be interpreted as rude or any other adjective used in past. There will not be a change to the negative equity. It is an unrelated debt that you are still responsible for as a consumer. For the sake of best use of my time in case handling for the buyback of your Atlas, I may look into reducing your mileage offset solely as a gesture of goodwill. You will need to send proof of paid insurance premiums and I will update the letter with those two factors.

August 12, 2021 at 8:37 AM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Wednesday, August 11, 2021 2:33 AM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hello, In addition, to the other repair forms that were sent two weeks ago. I have more repair forms that you and your team can review dating from last year and this year. There have been a lot of issues with the car and the more time we spend going back and forth the more repair forms I will find. There has been so much work that has been done to the car that I can't seem to find every single one, but lucky for you I was able to find more. I have attached more repair forms here. You're going to have to update your offer, the mileage and equity will have to be updated, including pro-rated insurance dating back from the repair forms in 2020. I will be following up with proof of insurance paid each month starting from 2020. Jessica R. VW Paying Customer

August 12, 2021 at 8:37 AM

Brittany Allen From: VWGOA CRR 24 Sent: Tuesday, August 10, 2021 5:27 PM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, The registration card is required to verify the registered owner(s) and is a requirement for our closing team when it comes to the final steps of the buyback transaction appointment. The check you sent only verified the amount paid, so I included that in the offer letter. I have documented the latest correspondence from you, including your request not to speak with me over the phone. I am the case specialist that handles all pre-litigation matters for this area in California. There is not anyone else that you can be 'transferred' to. I have submitted a compliant repurchase offer to you under applicable state law; and also offered to replace your vehicle if interested. There will not be any further adjustments made to the offer with the exception of reimbursement for any additional payments you may make and pro-rated reimbursement of insurance. There is not further escalation nor anyone that is able to alter the compliant buyback offer you have already received. The offers are open for 15 days from the date of the letter. If I do not hear back from you regarding either the buyback offer (i.e. acceptance or proof of insurance payment made so the offer may be updated) I will presume you are formally rejecting the offers and your case will closed.

August 10, 2021 at 5:27 PM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Tuesday, August 10, 2021 5:09 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas First of all, I will not talk over the phone with someone that does not know how to do her job, is rude to a paying customer and is completely incompetent. I want to be transferred to someone that's going to be respectful, regardless. The only email I received yesterday included the following with my current response in brackets: I requested clarity because I do not have your registration card. [Again, something that you should have had after the two-week period that I was left waiting for a decision on the VW Atlas that is currently still not fixed.] It was not included in your initial correspondence. [Again, after the two-week period you should have had my registration information because I sent it. And again, not my responsibility.] I am asking for clarification regarding what you meant from your email "I sent it over two weeks ago". [If you seriously still needed clarification after pointing out several times in these email exchanges about the two-week period I had to wait for VW to finally make a decision on my fate with the ATLAS, and you should know this, then there is something seriously wrong with your entire system/department, and again not my responsibility nor my job] We do not have your registration card. Our office is still working remote in nature and I have not received any notification from our mail team this was received. [Again, working remotely in nature has nothing to do with you doing your job, but it may have to do with you not actually doing your job. You should have had every single document I sent at hand before you even made an offer. And here we are again in square one, NOT MY RESPONSIBILITY NOR MY JOB.] Subsequently I provided an example of where the registration card is located so that you are aware what document I am referring to in the event there is confusion.[So you literally just pointed out that you don't have the registration information which you were supposed to have in hand when you first made the offer, and then you blatantly ask me to check my glove compartment for the registration card so that I can give you the registration information which you were supposed to already have. AGAIN, NOT MY RESPONSIBILITY NOR MY JOB.] Even though I do not have the registration card, I still updated the offer letter to reflect reimbursement for the fee paid based on the copy of the check you sent (outlined in prior email). [But then you updated the offer letter to reflect this registration fee out of the goodness of your heart, yet you made a big deal in previous emails about the registration card (again something that you should have had).] All this and previous emails show how disrespectful, rude and incompetent you are at doing your job. If you are referring to the second offer you made to me, yes I did receive it, but I didn't receive it yesterday. I received it the day before and it was not a good offer, so if you think I'm going to even deal with your incompetence of an offer you are out of your mind. If you have a 3rd offer to show I would like to see it, and it better be good because you have wasted whole days of my time with nothing but laughable and contemptuous offers. If I have to tell you how to do your job that just makes me wonder how seriously I am being taken as a paying customer, and any previous offers are just a joke to my face. I need to exchange emails with someone that's going to be professional and respectful. Figure it out, but I'm not here to do anybody's job. I am here to get a defective brand new VW Atlas to be purchased by the manufacturer, so that I can move on with my life. That is all. Have a good day, Jessica R. VW Paying Customer

Case 5:22-cv-00734-MWF-MRW Document 14-2 Filed 06/06/22 Page 29 of 80 Page ID
#:402August 10, 2021 at 5:27 PM

Brittany Allen From: VWGOA CRR 24 Sent: Tuesday, August 10, 2021 4:10 PM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: RE: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, I received the forwarded twitter message and am following up again with you on your case. Are you available by phone Wednesday or Thursday of this week from 8am-5pm EST to further discuss the outstanding questions you have? Based on the twitter message I understand you wish to be relieved of your Atlas. I sent you an updated repurchase offer yesterday. Please advise if that was not received.

August 10, 2021 at 4:11 PM

Aaron Moinet @Brittany Allen Hello again, Jessica is reaching out about her case and requesting an update.

August 10, 2021 at 4:02 PM

Brittany Allen @Aaron Moinet Hello. The buyback offer letter was previously sent to the customer and I last emailed her yesterday prior to your chatter. If the customer wants to proceed with the buyback she is welcome to reply to my prior correspondence messages and return the offer.

August 10, 2021 at 4:15 PM

Brittany Allen From: VWGOA CRR 24 Sent: Monday, August 9, 2021 3:19 PM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, There was no passive aggression in the email nor was that the intent. I requested clarity because I do not have your registration card. It was not included in your initial correspondence. I am asking for clarification regarding what you meant from your email "I sent it over two weeks ago". We do not have your registration card. Our office is still working remote in nature and I have not received any notification from our mail team this was received. Subsequently I provided an example of where the registration card is located so that you are aware what document I am referring to in the event there is confusion. Even though I do not have the registration card, I still updated the offer letter to reflect reimbursement for the fee paid based on the copy of the check you sent (outlined in prior email). I handle all cases in this area pre-litigation and there is not further escalation beyond me. I have offered in several prior emails to schedule a time to speak with you over the phone regarding the repurchase offer and financial information outlined in the offer letter versus consistent emails. However, neither of you provided a day and time to which you would like to speak over the phone. Lastly, it is at your discretion as a consumer to seek legal counsel. Please note should you do so, I will close our current case and await the formal demand letter from your attorney. Once the demand letter from the attorney has been received I will work directly with your attorney representation. Because I have extended a compliant offer to you under the law, I will forward the same offer to your attorney.

August 9, 2021 at 3:19 PM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Monday, August 9, 2021 2:59 PM To: VWGOA CRR 24 <ccr24@vwnsa.my> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas First of all, I don't appreciate your passive aggressive text and wording: The registration card is typically kept in the glove box of a vehicle. What do you mean you sent it over two weeks ago? You mailed your registration card to our corporate office? Do I really have to explain all the proof of documents I sent two weeks ago over email exchanges before a decision was to be made about the repurchasing of the VW ATLAS? Again the issue still remains, and the car has not been fixed as of 8/9/2021. I have contacted the dealership numerous times about fixing the vehicle, and the reports show how many times I have been there to fix the same issue OVER AND OVER AND OVER AGAIN, which again I have to repeat HAS NOT BEEN FIXED. It is ridiculous that you are treating me this way as a paying VW customer, as that is what is happening. I am and still remain a VW customer as I continue to make payments for this vehicle that still hasn't been fixed up to this point. Going back and forth with you on what you were supposed to review during those two weeks is basically you not doing your job. I have to re-send every single document again? It was not and still is not my job to review the documents during those two weeks I was given to WAIT until a decision was to be made about the repurchasing of the vehicle. To have to go back and forth with you because you did not receive the documents is not my responsibility. I sent every single document (vehicle reports, registration, vehicle title, VW contract etc.), and if you don't have it with you it is not my job to send it AGAIN. At this point, the ISSUE has escalated and I have no choice but to ask for your supervisor as you are not doing your job. I do not want to deal with your rudeness and incompetence, so please put me in contact with your SUPERVISOR to get this issue fixed immediately before I take legal action, and go even further through the VW chain of command. Thank you. Have a nice day. Jessica R. VW Customer

August 9, 2021 at 3:19 PM

Brittany Allen File: Jessica Ramirez Repurchase Offer(2nd) added to a case

August 9, 2021 at 2:24 PM

Brittany Allen From: VWGOA CRR 24 Sent: Monday, August 9, 2021 2:20 PM To: 'Erik & Jessica Landis-Ramirez' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, I have shared with you both across countless emails the bottom line number is outlined in the repurchase offer previously submitted to you (\$3,130.60). I have also previously stated that number would not change except to include reimbursement for recent registration fee, any additional payments you make and prorated reimbursement for insurance. The deductions outlined in the offer letter will remain as such; you are welcome to reference prior emails sent for the explanation that was shared with regard to each. I was unable to make available an updated offer letter because you had not provided the missing documents I was requesting. The registration card is typically kept in the glove box of a vehicle. What do you mean you sent it over two weeks ago? You mailed your registration card to our corporate office? Attached is an updated letter to reflect reimbursement for the most recent registration renewal fee paid based on the copy of check provided today; total repurchase amount \$3,572.60.

August 9, 2021 at 2:19 PM

**Case 5:22-cv-00734-MWF-MRW Document 14-2 Filed 06/06/22 Page 30 of 80 Page ID
#:403**

Brittany Allen From: Erik & Jessica Landis-Ramirez <elbuencacao@gmail.com> Sent: Monday, August 9, 2021 1:14 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hello, Here is proof of payment for vehicle registration, which is attached. If you're asking for the actual vehicle registration, that was sent over two weeks ago before the manufacturer was deciding on my fate with the broken down VW Atlas. I'm not responsible for documents lost. I will follow up in my next email with proof of insurance payments from the date of purchased VW ATLAS. Also, you have not answered my question from my previous emails. What is the bottom line figure? I want to be made whole, not including any aggravation and loss of use because of the mechanical failures in the car.

August 9, 2021 at 2:14 PM

Brittany Allen From: VWGOA CRR 24 Sent: Monday, August 9, 2021 9:17 AM To: 'Erik & Jessica Landis-Ramirez' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Hello, You are welcome to review the full details of the lemon law statute, not just the introduction, as there still remains to be some confusion. I have offered to repurchase your vehicle or to replace the vehicle. The repurchase offer is compliant under the law based on the reimbursement you are to receive and the applicable deductions you have. The spreadsheet cannot be used, because it is made up figures added with no support included (i.e. for insurance). Further, the spreadsheet includes requests that VW of America cannot meet: 1. You are asking for the dealer to absorb some of the mileage offset for what you drove on the vehicle; that is unable to happen as the dealer is not responsible for your use of the Atlas. 2. You are asking for reimbursement of the previous car you traded-in; that is unable to happen because there was no positive amount to be reimbursed. You elected to trade-in a car where there was more owed on it than it was worth. This resulted in there being negative equity, debt, which you are still responsible for. Your negative equity has nothing to do with the Atlas and the concern(s) you have had with the Atlas. It is solely based on the fact that the amount owed on your last car was more than the trade-in value. Again, the repurchase offer is as follows: -Reimbursement for down payment, reimbursement for payments, prorated reimbursement for insurance and reimbursement for latest registration cost. That amount gets totaled and then the deductions from that amount are: mileage offset, negative equity and any optional 3rd party contracts. I previously requested a copy of your vehicle registration in an email and in the offer letter so I can have that reimbursement added to the offer; you have not yet provided it. VWoA will issue prorated reimbursement of the insurance from the date the offer was extended until the buyback closing transaction appointment. In order to properly include reimbursement though, you will need to provide proof of all payments you have made this year. The document you submitted on Friday is again incomplete.

August 9, 2021 at 9:17 AM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Friday, August 6, 2021 2:45 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas I have attached proof of paid insurance. If you need more information please let me know, so I can contact our insurance company. Thanks, Jessica R

August 9, 2021 at 9:17 AM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Friday, August 6, 2021 1:08 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hello, It seems as though a spreadsheet as well as detailed explanations with documented reports of these issues for the VW ATLAS is not sufficient. Proof of insurance paid will be submitted ASAP, and before the time runs out as I only have a few days to respond to your offer I'm going to need more time, so if you can please add another 15 days after the day the offer expires. Again, as I have shown our out of pocket cash was \$23,000 we would like for you to please provide us with a bottom line figure ASAP. Looking forward to hearing from you soon.

Thank you, Jessica R.

August 9, 2021 at 9:17 AM

Brittany Allen From: Erik & Jessica Landis-Ramirez <elbuencacao@gmail.com> Sent: Friday, August 6, 2021 11:47 AM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hi, If you are following the applicable state law lemon law, as you mentioned in your email response than you would know the following: The California Lemon Law requires a vehicle manufacturer to replace the vehicle or refund the purchase costs of the vehicle when the manufacturer is unable to repair a vehicle to conform- to the manufacturer's original warranty after a reasonable number of repair attempts. Again, we have as proof 3-4 VW repair reports on the same issue, which was and still is the gas gauge, and has not been fixed as of today. I have tried numerous times to get this fixed and the car has still not been fixed. The car has not been able to start due to the gas gauge because it does not show how much gas is actually in the tank. We have addressed this issue various times as the reports show and the issue is still there. Again, the offer of \$3,000 is unacceptable and has no basis whatsoever. The acceptable offer would be to reimburse the full money amount for the vehicle that we have paid thus far minus the negative equity and the mileage offset. Jessica R.

August 9, 2021 at 8:52 AM

Brittany Allen From: VWGOA CRR 24 Sent: Friday, August 6, 2021 11:10 AM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Hello, The repurchase offer will remain as. The only addition will be if you make future payments prior to the buyback transaction appointment and prorated reimbursement for your insurance pending you send in formal insurance documentation. You contacted VW of America requesting a buyback of the vehicle. As such, we follow the applicable state lemon law. In reviewing your documents, I have supplied you with a compliant offer. We are offering to repurchase your vehicle or to replace your vehicle as outlined in the offer letter. The details of the repurchase offer and why the financial information is so was shared in my previous email. . You traded in a vehicle where the amount owed on it was more than the value of the car. This is referred to as negative equity. There is debt associated with the trade and it is something you are fully responsible for. There is not a positive dollar amount associated with this trade that can be reimbursed to you. . The mileage offset was calculated at your first service visit in January for windshield wipers. It is based on the number of miles you drove on the vehicle prior to ever bringing it into the dealership for a vehicle concern. The dealership is not responsible for the miles you drove on the

**Case 5:22-cv-00734-MWF-MRW Document 14-2 Filed 06/06/22 Page 31 of 80 Page ID
#:404**

vehicle from date of purchase to this service visit. · You will need to submit proof of paid insurance. A spreadsheet you have created is not sufficient. I am happy to further clarify over the phone our offer if there is outstanding confusion. I am available again by phone Monday-Thursday of next week from 8am-1pm EST and then again from 3:30pm-4:30pm EST. You would just need to let me know what day and time you would like to speak so I may schedule the call.

August 6, 2021 at 11:10 AM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Thursday, August 5, 2021 11:17 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hello, This is the counter response, please find a new version of the costs calculations that should be reimbursed to me as presented by my accountant, he has worked the numbers using many scenarios, but this is the one that I think represents the fairest settlement for VW and me. With respect to your "State of California" calculation I can assure you that The State has no saying in this; the agreement is between us, if we can agree to it, the results and how The State affects your company is solely your issue that you have to resolve on your own. VW is the one who brought it up and used your figure only (\$4,858.47). With respect to the negative equity, this is also your figure that I am only using for calculations purposes only (\$4,053.00), but in my calculation below those 2 are removed to \$23K and entirely excludes both figures in any calculation as clarified on the spreadsheet. The attached spreadsheet shows a new take on the issue and bottom line is that money that came out of my pocket is still high, to the tune of \$23,771.20 with no decent car to show for it; and the fact that you're offering \$3,000 just makes me think that you're not serious about resolving this issue. In conclusion, your offer is not reasonable based on all the documentation I sent over two weeks ago, and the problem has not even moved one inch and it may probably get worse with time. Please accept this \$23K and draw up the settlement or counter with a reasonable offer. We agree on the issues, all we need to do is agree and finalize it, which at this point is not the case.

August 6, 2021 at 11:10 AM

Brittany Allen From: VWGOA CRR 24 Sent: Thursday, August 5, 2021 7:28 PM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Hello, I am going to respond to both emails that were sent to me today in this single correspondence to avoid confusion. If I happen to miss anything you are welcome to let me know. When you contact the manufacturer requesting a buyback and to be relieved of your vehicle, we follow the applicable state law. Please see below for further explanation and answers to your questions. · The total of your reimbursement check at the buyback transaction appointment will be \$3,130.60. If you make any additional monthly payments after accepting the offer and prior to the vehicle surrender, you will need to send confirmation/proof of payment to me. I will reimburse you for any additional payments made after the 07/07/21 payment that are before your buyback appointment. (Reimbursement for additional payments will be as a second separate check.) · The mileage offset formula calculation is set forth by the state of California, not by VW of America. This deduction will remain as it is outlined in the offer letter. Technically the deduction should have been taken at your June 7th appointment which would have resulted in a \$6,849.72 deduction. However, as a gesture of goodwill I used the mileage based on your first documented service appointment on January 8th so the deduction is \$4,858.47 instead. · The fuel range is an estimate based on driving habits and environmental conditions/factors. · The manufacturer does not bear responsibility for any prior debt on an unrelated vehicle. Based on your lease agreement for this Atlas, the negative equity is from a previous Jetta you elected to trade-in. The balance you owed on the Jetta was greater than the trade-in value and you elected to roll in this debt into the deal for your Atlas. We are saying we will pay off your remaining lease balance less the negative equity; the previous un-related debt is still at your responsibility. · You are entitled to receive prorated reimbursement of insurance premiums. You may submit insurance documents to me or to my closing team when the time comes for the formal buyback appointment. However, reimbursement for the insurance is not processed until after the buyback transaction takes place so that we can have the most current monetary amount. If you wish to have this verbiage updated in the offer letter, please let me know. Regards,

August 5, 2021 at 7:28 PM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Thursday, August 5, 2021 6:48 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hi Brittany, Based on the information given in the contract we would like to move forward with some minor changes based on your offer. The amount of \$4858.47 for the mileage offset needs to be cut in half based on all of the inconveniences of going to the dealer many times, and having to go out of our way, closing our business to fix an issue that should have been fixed within the 4 hour wait periods that we were forced to wait while the vehicle continued to still have the same issues. The amount \$4,053 for the negative equity should not be subtracted as the car was defective from the dealer based on the continued repairs that were said to be made on the same issue, which was the gas gauge (see VW repair forms sent) and still (as of August 5, 2021) remains an issue. We have also included August and September payments based on the amount of time it will take for this whole process to finally go through. And lastly, we have also added the insurance paid during the amount of time we have had the vehicle. If you can make those changes to the contract we would like to move forward with it and will review as necessary with the changes included. I have attached a spreadsheet so you can better understand how the reimbursement should proceed based on your outlined payments and insurance paid.

August 5, 2021 at 7:12 PM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Thursday, August 5, 2021 2:19 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hello, Everything looks good for the most part, but the total that the document states it will reimburse doesn't make sense, it states the amount of \$3,130.60 but then it outlines the payments we have made as well as our deposit. I'm not sure I understand, does that mean I will only get paid a total of 3,130.60 out of all payments made? I'm not quite understanding. We would like to move forward with this, but would like some clarity on the matter so everything goes smoothly. Also, we will have to make a payment or two depending on how long this whole transaction takes, so what sort of proof would you need from us so that we get reimbursement for the payments. Thanks, Jessica R.

August 5, 2021 at 7:11 PM

Brittany Allen File: Jessica Ramirez Repurchase Offer added to a case
August 5, 2021 at 1:37 PM

Brittany Allen From: VWGOA CRR 24 Sent: Thursday, August 5, 2021 1:38 PM To: 'Erik & Jessica Landis-Ramirez' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, Please find the repurchase offer attached to this email for review. All financial details are outlined in the letter, but you are welcome to let me know if there are any questions. If you wish to accept the offer please ensure to sign the document, have it notarized and return all pages to me. Upon receipt of your returned acceptance I will request the check so it may begin processing with my accounting department. We will go over the final details of your Atlas buyback transaction at that time as well. Kind regards,
August 5, 2021 at 1:37 PM

Brittany Allen VCI faxed payment history.
August 5, 2021 at 9:56 AM

Brittany Allen From: VWGOA CRR 24 Sent: Tuesday, August 3, 2021 3:06 PM To: 'Erik & Jessica Landis-Ramirez' <elbuencacao@gmail.com> Subject: RE: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Ms. Ramirez, Reimbursement of your down payment will be included in the repurchase offer. Regards,
August 3, 2021 at 3:06 PM

Brittany Allen From: Erik & Jessica Landis-Ramirez <elbuencacao@gmail.com> Sent: Monday, August 2, 2021 4:00 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hi, Thank you for that information. Besides the payments we have made on the car thus far, would we be able to get the down payment we paid for the vehicle at the dealership? Thanks, Jessica R.
August 3, 2021 at 3:04 PM

Brittany Allen From: Allen Nichols, Brittany Sent: Monday, August 2, 2021 2:39 PM To: 'VCI - CX Consultants' <CXConsultants@vwcredit.com> Subject: CR&R Request For Account # Hello, I am reviewing a lemon law concern for Jessica Ramirez, VIN 1V2LR2CA0KC535638. Please provide a copy of the complete payment history. The customer's signed release is attached. Kind regards,
August 2, 2021 at 2:39 PM

Brittany Allen From: VWGOA CRR 24 Sent: Monday, August 2, 2021 2:32 PM To: 'El Buen Cacao' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Hello, This is the same document you previously submitted and does not provide enough detail regarding the payments made. It shows 18 payments have been made, but it does not show what amounts each payment were. I cannot reimburse you for the payments if I don't know what the applicable amount is. As it seems you may not have proof of your payments, I used your completed lender form and requested this detail from VW Credit. It typically takes VW Credit about 3-5 business days to process these types of requests from my office. Once I have your missing information I will prepare the repurchase offer letter and email it to you; all financial details will be outlined directly in the letter for review. Regards,
August 2, 2021 at 2:32 PM

Brittany Allen From: El Buen Cacao <elbuencacao@gmail.com> Sent: Friday, July 30, 2021 4:36 PM To: VWGOA CRR 24 <crr24@vwgoa.com> Subject: [From: External] Re: Ramirez - 04829601 - 2019 Atlas Hello, I have attached the document showing proof of payments. Also, wondering if the offer letter will include the down payment made for the purchase. Thanks, Jessica R.
August 2, 2021 at 2:32 PM

Brittany Allen From: VWGOA CRR 24 Sent: Friday, July 30, 2021 4:19 PM To: 'elbuencacao@gmail.com' <elbuencacao@gmail.com> Subject: Ramirez - 04829601 - 2019 Atlas Dear Ms. Ramirez, I am following up in regard to the escalated case received for your 2019 VW Atlas. My sincere apologies for the service related difficulties had; it is truly not what we would want for you. Because of your experience I would like to offer to get you out of the Atlas by way of repurchasing it. (I am also potentially able to offer to replace it with a new vehicle at no additional cost to you. **However, the replacement offer would be pending financial institution approval and factory availability.) In reviewing your documents, it appears an incomplete payment history was submitted. The document shows 17 payments have been made, but it does not outline the amount of each payment. Since you are entitled to receive reimbursement for payments made, I would need to know the amount paid to ensure it is properly included in the repurchase offer letter. *I do not have access to your VW Credit account information due to 3rd party privacy and banking laws in place. If you do not have proof of all payments, please let me know as I would have to reach out to VW Credit on your behalf. Once I have the final missing detail, I will prepare and send the offer letter(s) to you via email. You are welcome to let me know if you have any questions in the meantime. I am typically available Monday-Friday from 8am-5pm EST. Email is the quickest way to reach me, but you are also welcome to contact by phone for assistance. Please allow 24-48 business hours for response to all emails and/or phone calls. Kind regards,
July 30, 2021 at 4:19 PM

Adam Rupp In agreement with the evaluation.
July 29, 2021 at 8:00 PM

Angeline Xavier @Brittany Allen Please review RO & RO Summary. Thank you!

July 28, 2021 at 9:22 PM

Angeline Xavier File: Ramirez, Jessica added to a case
July 28, 2021 at 9:19 PM

Angeline Xavier File: Ramirez - RO's added to a case
July 28, 2021 at 9:17 PM

Angeline Xavier Email from Dealer: 422603 Attached are the repair orders requested. Let me know if you need anything else.
July 28, 2021 at 9:17 PM

Angeline Xavier File: Ramirez - Lease Agreement added to a case
July 28, 2021 at 9:10 PM

Angeline Xavier File: Ramirez - Registration Form from CA DMV added to a case
July 28, 2021 at 9:10 PM

Angeline Xavier File: Ramirez - Lender Lessor Form added to a case
July 28, 2021 at 9:10 PM

Angeline Xavier File: Ramirez - Payment PaperWork added to a case
July 28, 2021 at 9:10 PM

Angeline Xavier Email to Dealer: 422603 cc FOM: Good Afternoon Cesar, This is my 2nd follow up email for the requested information below. As advised this is a time sensitive case. Kindly send me the requested information ASAP. Thank you!
Angeline X.
July 28, 2021 at 6:56 PM

Angeline Xavier Email to Dealer: 422603 cc FOM: Good Morning Cesar, Jessica Ramirez has contacted Volkswagen Group of America, Inc. requesting to be removed from the above mentioned vehicle due to alleged technical shortcomings. Please email or fax all repair orders that you have for the vehicle that contain the following information on them: - Date opened/closed - Mileage - Complaint/issues - Dealer repair/findings Customer or Accounting copies including punch times tend to work best as these allow us to see the actual number of days down and when the customer picked up the vehicle. If the vehicle is currently down, please send a hard copy of the open work order. Please note that Warranty and Internal copies are not sufficient for review as they do not include all necessary information. We would also appreciate any additional information if there are any signs of neglect, abuse or modification to the vehicle. Please note that this is a time sensitive case. Kindly send the requested information ASAP! Thank you! Angeline X.

July 27, 2021 at 1:11 PM

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EXHIBIT B

Jessica S Ramirez
29500 Highway 243
Mountain Center, CA 92561

Brittany A.
Specialist
Customer Resolution & Retention
(248) 754-3191
(248) 754-6344
Crr24@vwgoa.com

RE: Offer to replace 2019 Volkswagen Atlas
Case: 04829601
VIN: 1V2LR2CA0KC535638

August 17, 2021

Name
Title
Department
Phone
Fax
E-Mail

Personal and Confidential

Dear Ms. Ramirez:

Volkswagen Group of America
3800 Hamlin Rd.
Auburn Hills, MI 48326
Telephone 844 862 8942
Fax +1 248 754 6344

Volkswagen of America, Inc. ("VWoA"), an organizational unit of Volkswagen Group of America, Inc., hereby extends to you (and if applicable, any co-buyer or co-lessee) an offer to replace the above-mentioned vehicle with a **new 2021 Volkswagen Atlas 3.6L SE 4Motion, requiring no contribution from you.** If any consequential or incidental damages were incurred (for example, towing or rental car expenses resulting from the alleged nonconformity), please provide documentation as soon as possible, and VWoA will follow up with a revised offer if applicable.

The replacement transaction will be considered a substitution of collateral with the lien holder, pending its approval. With the exception of GAP and other optional third party service contracts (which you are responsible for contacting the selling dealer to have such contracts cancelled and/or transferred, if applicable, to the replacement vehicle), the terms of your contract, including the monthly payments and contract period, will remain the same.

The replacement vehicle may take approximately 3-5 months for delivery, pending factory availability. Please list two or three color choices on the last page of this letter. We will do our best to comply with your top choice.

In consideration of VWoA's agreement to replace the above-mentioned vehicle, the vehicle must be surrendered to VWoA as originally equipped/supplied at the time of purchase/lease (with exception of any parts that were removed or replaced due to repairs or maintenance). In addition, you – and, if necessary, any co-owner or co-lessee – must sign all paperwork legally required to complete the transfer and provide Volkswagen with a clear certificate of title. A Volkswagen representative will inspect the vehicle at the time of the surrender; if there are any concerns or disputes regarding the surrender process or the vehicle at that time, we will work in good faith to promptly resolve any such issues to the parties' mutual satisfaction.

In further consideration of VWoA's agreement to replace the above-mentioned vehicle, you must keep confidential the financial terms of this agreement, and therefore must not disclose the financial terms to anyone other than your attorney, accountant, or immediate family members. This provision is intended to comply with California Civil Code Section 1793.26, and nothing herein prohibits your client from disclosing to any person the non-financial terms of this agreement or the nature of any alleged problem(s) with the vehicle.

If these terms are agreeable (and you have been authorized by any co-buyer or co-lessee to accept this offer on his/her behalf, if applicable), please authorize by signing and notarizing below where indicated. Please return this entire letter to me by email OR fax at (248) 754-6344.

Please continue making the normally scheduled payments throughout the replacement process,
notify the automobile insurance company of this transaction, and to bring proof of insurance to
the transaction.

Upon receipt of the signed agreement, I will prepare the replacement documents. When the documents and replacement vehicle are ready, we will notify you of the date, time, and location of the replacement transaction, which will take place at a mutually convenient authorized Volkswagen dealership during normal business hours.

This offer will remain open 15 days from the date printed at the beginning of this letter. If more time is needed to evaluate the offer, please let me know; the time to accept the offer will be extended to provide whatever reasonable time is required.

If you have any questions, please feel free to contact me.

Sincerely,



Brittany A.
Specialist
Customer Resolution & Retention

Please provide your color choices below. We will do our best to find one of these options.

Color Choice	1 st Choice	2 nd Choice	3 rd Choice
Exterior/Interior	/	/	/

SIGNATURE PAGE FOLLOWS

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by all parties. Your signature constitutes your acceptance of VWoA's offer, and the terms and conditions detailed above shall become effective immediately upon signing.

I/we agree to and accept the terms and conditions of the Agreement, as outlined in this letter:

Date

Registered Owner Printed Name

Registered Owner Signature

WITNESS:

State of _____)
) SS

County of _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, who is personally known to me and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

Notary Public

Date

Co-Registrant Printed Name

Co-Registrant Signature

WITNESS:

State of _____)
) SS

County of _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, who is personally known to me and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

Notary Public

PLEASE NOTE: Based on your state's requirements, your notary may provide their own document(s).

EXHIBIT C

Jessica S Ramirez
29500 Highway 243
Mountain Center, CA 92561

Brittany A. Name
Specialist Title
Customer Resolution & Retention Department
(248) 754-3191 Phone
(248) 754-6344 Fax
Crr24@vwgoa.com E-Mail

RE: Offer to repurchase 2019 Volkswagen Atlas
Case: 04829601
VIN: 1V2LR2CA0KC535638

August 5, 2021 Date

Personal and Confidential

Dear Ms. Ramirez:

Volkswagen Group of America
3800 Hamlin Rd.
Auburn Hills, MI 48326
Telephone 844 862 8942
Fax +1 248 754 6344

Volkswagen of America, Inc. ("VWoA"), an organizational unit of Volkswagen Group of America, Inc., hereby extends to you (and, if applicable, any co-buyer or co-lessee) of the subject vehicle an offer to repurchase the above-mentioned vehicle. With your authorization, VWoA will pay your outstanding obligation to VW Credit Leasing LTD and will reimburse you a total of \$3,130.60 as outlined below:

\$10,042.07	Payments Made Through 07/07/2021
\$ 2,000.00	Down Payment Including First Monthly Payment
\$ (4,858.47)	Less Mileage Offset (16,423 miles / 120,000 X \$35,500.00)
\$ (4,053.00)	Less Negative Equity

The mileage offset was calculated using the number of miles traveled by the vehicle prior to the time it was first delivered to an authorized Volkswagen service and repair facility for correction of the wipers inoperable on 01/08/2021. If any consequential or incidental damages were incurred (for example, towing or rental car expenses resulting from the alleged nonconformity), please provide documentation, and VWoA will follow up with a revised offer if applicable. If you would prefer that VWoA replace the vehicle, please let me know. The details of that transaction will be sent to you under separate cover; pending factory availability.

In consideration of VWoA's agreement to repurchase the above-mentioned vehicle, you must surrender the vehicle to VWoA as originally equipped/supplied at the time of purchase/lease (with exception of any parts that were removed or replaced due to repairs or maintenance). In addition, you – and, if necessary, any co-owners or co-lessee – must sign all paperwork legally required to complete the transfer and provide Volkswagen with a clear certificate of title. A Volkswagen representative will be present during the vehicle surrender; if there are any concerns or disputes regarding the surrender process or the vehicle at that time, we will work in good faith to promptly resolve any such issues to the parties' mutual satisfaction.

In further consideration of VWoA's agreement to repurchase the above-mentioned vehicle, you must keep confidential the financial terms of this agreement, and therefore must not disclose the financial terms to anyone other than your attorney, accountant, or immediate family members. This provision is intended to comply with California Civil Code Section 1793.26, and

nothing herein prohibits your client from disclosing to any person the non-financial terms of this agreement or the nature of any alleged problem(s) with the vehicle. In addition, you must waive and release all claims against Volkswagen AG, Volkswagen Group of America, Inc., Volkswagen of America, Inc., Volkswagen Credit, Inc., Audi Financial Services, Inc., their parent companies, employees, and authorized sales and service facilities regarding the use, service, and repair history of the above-mentioned vehicle.

If these terms are agreeable (and you have been authorized by any co-buyer or co-lessee to accept this offer on his/her behalf, if applicable), please authorize by signing and notarizing below where indicated. Please return this entire letter to me by email OR fax at (248) 754-6344 and include a legible copy of the vehicle's current vehicle registration.

Please continue making the normally scheduled payments throughout the repurchase process. If you make additional payments after the agreement is signed, but before the transaction occurs, please let me know. Volkswagen of America will reimburse you for these payments.

Upon receipt of the signed agreement, I will prepare the repurchase documents. Then, approximately two weeks after receipt of the signed acceptance, we will notify you of the date, time, and location of the repurchase transaction, which will take place at the servicing dealership during normal business hours.

The offer will remain open 15 days from the date of this letter. If more time is needed to evaluate the offer, please let me know; it will be extended to provide whatever reasonable time is required.

If you have any questions, please feel free to contact me.

Sincerely,



Brittany A.
Specialist
Customer Resolution & Retention

SIGNATURE PAGE FOLLOWS

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by all parties. Your signature constitutes your acceptance of VWoA's offer, and the terms and conditions detailed above shall become effective immediately upon signing.

I/we agree to and accept the terms and conditions of the Agreement, as outlined in this letter:

Date

Registered Owner Printed Name

Registered Owner Signature

WITNESS:

State of _____)
) SS

County of _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, who is personally known to me and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

Notary Public

Date

Co-Registrant Printed Name

Co-Registrant Signature

WITNESS:

State of _____)
) SS

County of _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, who is personally known to me and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

Notary Public

PLEASE NOTE: Based on your state's requirements, your notary may provide their own document(s).

Authorization for Payoff and Release of Title

Customer Information	
Financial Institution	VW Credit Leasing LTD
Account Number	8123279525
Customer(s)	Jessica S Ramirez
Vehicle	2019 Volkswagen Atlas
VIN	1V2LR2CA0KC535638

I hereby authorize VW Credit Leasing LTD to release clear title to the above vehicle and forward the title to Volkswagen Group of America, Inc. after the loan payoff is received.

Current mileage on the vehicle is: _____.

Customer Signature(s)

Date

Mail Title To	
Name	Volkswagen Group of America, Inc.
Attention	Customer Resolution & Retention
Address	3800 Hamlin Road – 4E Auburn Hills, MI 48326

EXHIBIT D

Jessica S Ramirez
29500 Highway 243
Mountain Center, CA 92561

Brittany A. Name
Specialist Title
Customer Resolution & Retention Department
(248) 754-3191 Phone
(248) 754-6344 Fax
Crr24@vwgoa.com E-Mail

RE: Offer to repurchase 2019 Volkswagen Atlas
Case: 04829601
VIN: 1V2LR2CA0KC535638

August 5, 2021 Date

Personal and Confidential

Dear Ms. Ramirez:

Volkswagen Group of America
3800 Hamlin Rd.
Auburn Hills, MI 48326
Telephone 844 862 8942
Fax +1 248 754 6344

Volkswagen of America, Inc. ("VWoA"), an organizational unit of Volkswagen Group of America, Inc., hereby extends to you (and, if applicable, any co-buyer or co-lessee) of the subject vehicle an offer to repurchase the above-mentioned vehicle. With your authorization, VWoA will pay your outstanding obligation to VW Credit Leasing LTD and will reimburse you a total of \$3,572.60 as outlined below:

\$10,042.07	Payments Made Through 07/07/2021
\$ 2,000.00	Down Payment Including First Monthly Payment
\$ 442.00	Reimbursement For Current Registration Renewal Fee
\$ (4,858.47)	Less Mileage Offset (16,423 miles / 120,000 X \$35,500.00)
\$ (4,053.00)	Less Negative Equity

The mileage offset was calculated using the number of miles traveled by the vehicle prior to the time it was first delivered to an authorized Volkswagen service and repair facility for correction of the wipers inoperable on 01/08/2021. If any consequential or incidental damages were incurred (for example, towing or rental car expenses resulting from the alleged nonconformity), please provide documentation, and VWoA will follow up with a revised offer if applicable. If you would prefer that VWoA replace the vehicle, please let me know. The details of that transaction will be sent to you under separate cover; pending factory availability.

In consideration of VWoA's agreement to repurchase the above-mentioned vehicle, you must surrender the vehicle to VWoA as originally equipped/supplied at the time of purchase/lease (with exception of any parts that were removed or replaced due to repairs or maintenance). In addition, you – and, if necessary, any co-owners or co-lessee – must sign all paperwork legally required to complete the transfer and provide Volkswagen with a clear certificate of title. A Volkswagen representative will be present during the vehicle surrender; if there are any concerns or disputes regarding the surrender process or the vehicle at that time, we will work in good faith to promptly resolve any such issues to the parties' mutual satisfaction.

In further consideration of VWoA's agreement to repurchase the above-mentioned vehicle, you must keep confidential the financial terms of this agreement, and therefore must not disclose

the financial terms to anyone other than your attorney, accountant, or immediate family members. This provision is intended to comply with California Civil Code Section 1793.26, and nothing herein prohibits your client from disclosing to any person the non-financial terms of this agreement or the nature of any alleged problem(s) with the vehicle. In addition, you must waive and release all claims against Volkswagen AG, Volkswagen Group of America, Inc., Volkswagen of America, Inc., Volkswagen Credit, Inc., Audi Financial Services, Inc., their parent companies, employees, and authorized sales and service facilities regarding the use, service, and repair history of the above-mentioned vehicle.

If these terms are agreeable (and you have been authorized by any co-buyer or co-lessee to accept this offer on his/her behalf, if applicable), please authorize by signing and notarizing below where indicated. Please return this entire letter to me by email OR fax at (248) 754-6344 and **include a legible copy of the vehicle's current vehicle registration.**

Please continue making the normally scheduled payments throughout the repurchase process. If you make additional payments after the agreement is signed, but before the transaction occurs, please let me know. Volkswagen of America will reimburse you for these payments.

Upon receipt of the signed agreement, I will prepare the repurchase documents. Then, approximately two weeks after receipt of the signed acceptance, we will notify you of the date, time, and location of the repurchase transaction, which will take place at the servicing dealership during normal business hours.

The offer will remain open 15 days from the date of this letter. If more time is needed to evaluate the offer, please let me know; it will be extended to provide whatever reasonable time is required.

If you have any questions, please feel free to contact me.

Sincerely,



Brittany A.
Specialist
Customer Resolution & Retention

SIGNATURE PAGE FOLLOWS

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by all parties. Your signature constitutes your acceptance of VWoA's offer, and the terms and conditions detailed above shall become effective immediately upon signing.

I/we agree to and accept the terms and conditions of the Agreement, as outlined in this letter:

Date

Registered Owner Printed Name

Registered Owner Signature

WITNESS:

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, who is personally known to me and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

Notary Public

Date

Co-Registrant Printed Name

Co-Registrant Signature

WITNESS:

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, who is personally known to me and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

Notary Public

PLEASE NOTE: Based on your state's requirements, your notary may provide their own document(s).

Authorization for Payoff and Release of Title

Customer Information	
Financial Institution	VW Credit Leasing LTD
Account Number	8123279525
Customer(s)	Jessica S Ramirez
Vehicle	2019 Volkswagen Atlas
VIN	1V2LR2CA0KC535638

I hereby authorize VW Credit Leasing LTD to release clear title to the above vehicle and forward the title to Volkswagen Group of America, Inc. after the loan payoff is received.

Current mileage on the vehicle is: _____.

Customer Signature(s)

Date

Mail Title To	
Name	Volkswagen Group of America, Inc.
Attention	Customer Resolution & Retention
Address	3800 Hamlin Road – 4E Auburn Hills, MI 48326

EXHIBIT E

Jessica S Ramirez
29500 Highway 243
Mountain Center, CA 92561

Brittany A. Name
Specialist Title
Customer Resolution & Retention Department
(248) 754-3191 Phone
(248) 754-6344 Fax
Crr24@vwgoa.com E-Mail

RE: Offer to repurchase 2019 Volkswagen Atlas
Case: 04829601
VIN: 1V2LR2CA0KC535638

August 13, 2021 Date

Personal and Confidential

Dear Ms. Ramirez:

Volkswagen Group of America
3800 Hamlin Rd.
Auburn Hills, MI 48326
Telephone 844 862 8942
Fax +1 248 754 6344

Volkswagen of America, Inc. ("VWoA"), an organizational unit of Volkswagen Group of America, Inc., hereby extends to you (and, if applicable, any co-buyer or co-lessee) of the subject vehicle an offer to repurchase the above-mentioned vehicle. With your authorization, VWoA will pay your outstanding obligation to VW Credit Leasing LTD and will reimburse you a total of \$7,522.72 as outlined below:

\$10,632.78	Payments Made Through 08/09/2021
\$ 2,000.00	Down Payment Including First Monthly Payment
\$ 442.00	Reimbursement For Current Registration Renewal Fee
\$ 930.18	Reimbursement For Insurance Premium 01/17/2021-08/17/2021
\$ (2,429.24)	Less Mileage Offset (16,423 miles / 120,000 X \$35,500.00)
\$ (4,053.00)	Less Negative Equity

The mileage offset was calculated using the number of miles traveled by the vehicle prior to the time it was first delivered to an authorized Volkswagen service and repair facility for correction of the wipers inoperable on 01/08/2021. The offset was reduced by half as a gesture of goodwill; no further adjustments will be made.

The reimbursement of insurance premium was calculated based on the same date of the mileage offset and trigger for repurchase on this case. It includes reimbursement based on the monthly payment schedule provided from January-August of 2021. *If any additional insurance payments are made after August 17th but before the buyback transaction, you may send proof of payment to me; I will reimburse you for any additional payment made.

If any consequential or incidental damages were incurred (for example, towing or rental car expenses resulting from the alleged nonconformity), please provide documentation, and VWoA will follow up with a revised offer if applicable. If you would prefer that VWoA replace the vehicle, please let me know. The details of that transaction will be sent to you under separate cover; pending factory availability.

In consideration of VWoA's agreement to repurchase the above-mentioned vehicle, you must surrender the vehicle to VWoA as originally equipped/supplied at the time of purchase/lease (with exception of any parts that were removed or replaced due to repairs or maintenance). In addition, you – and, if necessary, any co-owners or co-lessee – must sign all paperwork legally required to complete the transfer and provide Volkswagen with a clear certificate of title. A Volkswagen representative will be present during the vehicle surrender; if there are any concerns or disputes regarding the surrender process or the vehicle at that time, we will work in good faith to promptly resolve any such issues to the parties' mutual satisfaction.

In further consideration of VWoA's agreement to repurchase the above-mentioned vehicle, you must keep confidential the financial terms of this agreement, and therefore must not disclose the financial terms to anyone other than your attorney, accountant, or immediate family members. This provision is intended to comply with California Civil Code Section 1793.26, and nothing herein prohibits your client from disclosing to any person the non-financial terms of this agreement or the nature of any alleged problem(s) with the vehicle. In addition, you must waive and release all claims against Volkswagen AG, Volkswagen Group of America, Inc., Volkswagen of America, Inc., Volkswagen Credit, Inc., Audi Financial Services, Inc., their parent companies, employees, and authorized sales and service facilities regarding the use, service, and repair history of the above-mentioned vehicle.

If these terms are agreeable (and you have been authorized by any co-buyer or co-lessee to accept this offer on his/her behalf, if applicable), please authorize by signing and notarizing below where indicated. Please return this entire letter to me by email OR fax at (248) 754-6344 and include a legible copy of the vehicle's current vehicle registration.

Please continue making the normally scheduled payments throughout the repurchase process. If you make additional payments after the agreement is signed, but before the transaction occurs, please let me know. Volkswagen of America will reimburse you for these payments.

Upon receipt of the signed agreement, I will prepare the repurchase documents. Then, approximately two weeks after receipt of the signed acceptance, we will notify you of the date, time, and location of the repurchase transaction, which will take place at the servicing dealership during normal business hours.

The offer will remain open 15 days from the date of this letter.

If you have any questions, please feel free to contact me.

Sincerely,



Brittany A.
Specialist
Customer Resolution & Retention

SIGNATURE PAGE FOLLOWS

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by all parties. Your signature constitutes your acceptance of VWoA's offer, and the terms and conditions detailed above shall become effective immediately upon signing.

I/we agree to and accept the terms and conditions of the Agreement, as outlined in this letter:

Date

Registered Owner Printed Name

Registered Owner Signature

WITNESS:

State of _____)
) SS

County of _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, who is personally known to me and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

Notary Public

Date

Co-Registrant Printed Name

Co-Registrant Signature

WITNESS:

State of _____)
) SS

County of _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, who is personally known to me and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

Notary Public

PLEASE NOTE: Based on your state's requirements, your notary may provide their own document(s).

Authorization for Payoff and Release of Title

Customer Information	
Financial Institution	VW Credit Leasing LTD
Account Number	8123279525
Customer(s)	Jessica S Ramirez
Vehicle	2019 Volkswagen Atlas
VIN	1V2LR2CA0KC535638

I hereby authorize VW Credit Leasing LTD to release clear title to the above vehicle and forward the title to Volkswagen Group of America, Inc. after the loan payoff is received.

Current mileage on the vehicle is: _____.

Customer Signature(s)

Date

Mail Title To	
Name	Volkswagen Group of America, Inc.
Attention	Customer Resolution & Retention
Address	3800 Hamlin Road – 4E Auburn Hills, MI 48326

EXHIBIT F

Jessica S Ramirez
29500 Highway 243
Mountain Center, CA 92561

Brittany A. Name
Specialist Title
Customer Resolution & Retention Department
(248) 754-3191 Phone
(248) 754-6344 Fax
Crr24@vwgoa.com E-Mail

RE: Offer to repurchase 2019 Volkswagen Atlas
Case: 04829601
VIN: 1V2LR2CA0KC535638

August 17, 2021 Date

Personal and Confidential

Dear Ms. Ramirez:

Volkswagen Group of America
3800 Hamlin Rd.
Auburn Hills, MI 48326
Telephone 844 862 8942
Fax +1 248 754 6344

Volkswagen of America, Inc. ("VWoA"), an organizational unit of Volkswagen Group of America, Inc., hereby extends to you (and, if applicable, any co-buyer or co-lessee) of the subject vehicle an offer to repurchase the above-mentioned vehicle. With your authorization, VWoA will pay your outstanding obligation to VW Credit Leasing LTD and will reimburse you a total of \$8,230.06 as outlined below:

\$10,632.78	Payments Made Through 08/09/2021
\$ 2,000.00	Down Payment Including First Monthly Payment
\$ 442.00	Reimbursement For Current Registration Renewal Fee
\$ 930.18	Reimbursement For Insurance Premium 01/17/2021-08/17/2021
\$ 707.34	Reimbursement For Rental 07/17/2021-07/21/2021
\$ (2,429.24)	Less Mileage Offset (16,423 miles / 120,000 X \$35,500.00)
\$ (4,053.00)	Less Negative Equity

The mileage offset was calculated using the number of miles traveled by the vehicle prior to the time it was first delivered to an authorized Volkswagen service and repair facility for correction of the wipers inoperable on 01/08/2021. The offset was reduced by half as a gesture of goodwill; no further adjustments will be made.

The reimbursement of insurance premium was calculated based on the same date of the mileage offset and trigger for repurchase on this case. It includes reimbursement based on the monthly payment schedule provided from January-August of 2021. *If any additional insurance payments are made after August 17th but before the buyback transaction, you may send proof of payment to me; I will reimburse you for any additional payment made.

If any consequential or incidental damages were incurred (for example, towing or rental car expenses resulting from the alleged nonconformity), please provide documentation, and VWoA will follow up with a revised offer if applicable. If you would prefer that VWoA replace the vehicle, please let me know. The details of that transaction will be sent to you under separate cover; pending factory availability.

In consideration of VWoA's agreement to repurchase the above-mentioned vehicle, you must surrender the vehicle to VWoA as originally equipped/supplied at the time of purchase/lease (with exception of any parts that were removed or replaced due to repairs or maintenance). In addition, you – and, if necessary, any co-owners or co-lessee – must sign all paperwork legally required to complete the transfer and provide Volkswagen with a clear certificate of title. A Volkswagen representative will be present during the vehicle surrender; if there are any concerns or disputes regarding the surrender process or the vehicle at that time, we will work in good faith to promptly resolve any such issues to the parties' mutual satisfaction.

In further consideration of VWoA's agreement to repurchase the above-mentioned vehicle, you must keep confidential the financial terms of this agreement, and therefore must not disclose the financial terms to anyone other than your attorney, accountant, or immediate family members. This provision is intended to comply with California Civil Code Section 1793.26, and nothing herein prohibits your client from disclosing to any person the non-financial terms of this agreement or the nature of any alleged problem(s) with the vehicle. In addition, you must waive and release all claims against Volkswagen AG, Volkswagen Group of America, Inc., Volkswagen of America, Inc., Volkswagen Credit, Inc., Audi Financial Services, Inc., their parent companies, employees, and authorized sales and service facilities regarding the use, service, and repair history of the above-mentioned vehicle.

If these terms are agreeable (and you have been authorized by any co-buyer or co-lessee to accept this offer on his/her behalf, if applicable), please authorize by signing and notarizing below where indicated. Please return this entire letter to me by email OR fax at (248) 754-6344 and include a legible copy of the vehicle's current vehicle registration.

Please continue making the normally scheduled payments throughout the repurchase process. If you make additional payments after the agreement is signed, but before the transaction occurs, please let me know. Volkswagen of America will reimburse you for these payments.

Upon receipt of the signed agreement, I will prepare the repurchase documents. Then, approximately two weeks after receipt of the signed acceptance, we will notify you of the date, time, and location of the repurchase transaction, which will take place at the servicing dealership during normal business hours.

The offer will remain open 15 days from the date of this letter.

If you have any questions, please feel free to contact me.

Sincerely,



Brittany A.
Specialist
Customer Resolution & Retention

SIGNATURE PAGE FOLLOWS

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by all parties. Your signature constitutes your acceptance of VWoA's offer, and the terms and conditions detailed above shall become effective immediately upon signing.

I/we agree to and accept the terms and conditions of the Agreement, as outlined in this letter:

Date

Registered Owner Printed Name

Registered Owner Signature

WITNESS:

State of _____)
) SS

County of _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, who is personally known to me and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

Notary Public

Date

Co-Registrant Printed Name

Co-Registrant Signature

WITNESS:

State of _____)
) SS

County of _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, who is personally known to me and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

Notary Public

PLEASE NOTE: Based on your state's requirements, your notary may provide their own document(s).

Authorization for Payoff and Release of Title

Customer Information	
Financial Institution	VW Credit Leasing LTD
Account Number	8123279525
Customer(s)	Jessica S Ramirez
Vehicle	2019 Volkswagen Atlas
VIN	1V2LR2CA0KC535638

I hereby authorize VW Credit Leasing LTD to release clear title to the above vehicle and forward the title to Volkswagen Group of America, Inc. after the loan payoff is received.

Current mileage on the vehicle is: _____.

Customer Signature(s)

Date

Mail Title To	
Name	Volkswagen Group of America, Inc.
Attention	Customer Resolution & Retention
Address	3800 Hamlin Road – 4E Auburn Hills, MI 48326

EXHIBIT G

Jessica S Ramirez
29500 Highway 243
Mountain Center, CA 92561

Brittany A. Name
Specialist Title
Customer Resolution & Retention Department
(248) 754-3191 Phone
(248) 754-6344 Fax
Crr24@vwgoa.com E-Mail

RE: Offer to repurchase 2019 Volkswagen Atlas
Case: 04829601
VIN: 1V2LR2CA0KC535638

August 17, 2021 Date

Personal and Confidential

Dear Ms. Ramirez:

Volkswagen of America, Inc. ("VWoA"), an organizational unit of Volkswagen Group of America, Inc., hereby extends to you (and, if applicable, any co-buyer or co-lessee) of the subject vehicle an offer to repurchase the above-mentioned vehicle. With your authorization, VWoA will pay your outstanding obligation to VW Credit Leasing LTD and will reimburse you a total of \$8,444.57 as outlined below:

\$10,632.78	Payments Made Through 08/09/2021
\$ 2,000.00	Down Payment Including First Monthly Payment
\$ 442.00	Reimbursement For Current Registration Renewal Fee
\$ 930.18	Reimbursement For Insurance Premium 01/17/2021-08/17/2021
\$ 707.34	Reimbursement For Rental 07/17/2021-07/21/2021
\$ 214.51	Reimbursement For 08/29/2021-09/01/2021
\$ (2,429.24)	Less Mileage Offset (16,423 miles / 120,000 X \$35,500.00)
\$ (4,053.00)	Less Negative Equity

The mileage offset was calculated using the number of miles traveled by the vehicle prior to the time it was first delivered to an authorized Volkswagen service and repair facility for correction of the wipers inoperable on 01/08/2021. The offset was reduced by half as a gesture of goodwill; no further adjustments will be made.

The reimbursement of insurance premium was calculated based on the same date of the mileage offset and trigger for repurchase on this case. It includes reimbursement based on the monthly payment schedule provided from January-August of 2021. *If any additional insurance payments are made after August 17th but before the buyback transaction, you may send proof of payment to me; I will reimburse you for any additional payment made.

If any consequential or incidental damages were incurred (for example, towing or rental car expenses resulting from the alleged nonconformity), please provide documentation, and VWoA will follow up with a revised offer if applicable. If you would prefer that VWoA replace the vehicle, please let me know. The details of that transaction will be sent to you under separate

cover; pending factory availability.

In consideration of VWoA's agreement to repurchase the above-mentioned vehicle, you must surrender the vehicle to VWoA as originally equipped/supplied at the time of purchase/lease (with exception of any parts that were removed or replaced due to repairs or maintenance). In addition, you – and, if necessary, any co-owners or co-lessee – must sign all paperwork legally required to complete the transfer and provide Volkswagen with a clear certificate of title. A Volkswagen representative will be present during the vehicle surrender; if there are any concerns or disputes regarding the surrender process or the vehicle at that time, we will work in good faith to promptly resolve any such issues to the parties' mutual satisfaction.

In further consideration of VWoA's agreement to repurchase the above-mentioned vehicle, you must keep confidential the financial terms of this agreement, and therefore must not disclose the financial terms to anyone other than your attorney, accountant, or immediate family members. This provision is intended to comply with California Civil Code Section 1793.26, and nothing herein prohibits your client from disclosing to any person the non-financial terms of this agreement or the nature of any alleged problem(s) with the vehicle. In addition, you must waive and release all claims against Volkswagen AG, Volkswagen Group of America, Inc., Volkswagen of America, Inc., Volkswagen Credit, Inc., Audi Financial Services, Inc., their parent companies, employees, and authorized sales and service facilities regarding the use, service, and repair history of the above-mentioned vehicle.

If these terms are agreeable (and you have been authorized by any co-buyer or co-lessee to accept this offer on his/her behalf, if applicable), please authorize by signing and notarizing below where indicated. Please return this entire letter to me by email OR fax at (248) 754-6344 and include a legible copy of the vehicle's current vehicle registration.

Please continue making the normally scheduled payments throughout the repurchase process. If you make additional payments after the agreement is signed, but before the transaction occurs, please let me know. Volkswagen of America will reimburse you for these payments.

VOLKSWAGEN

GROUP OF AMERICA

Upon receipt of the signed agreement, I will prepare the repurchase documents. Then, approximately two weeks after receipt of the signed acceptance, we will notify you of the date, time, and location of the repurchase transaction, which will take place at the servicing dealership during normal business hours.

The offer will remain open 15 days from the date of this letter.

If you have any questions, please feel free to contact me.

Sincerely,



Brittany A.
Specialist
Customer Resolution & Retention

SIGNATURE PAGE FOLLOWS

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by all parties. Your signature constitutes your acceptance of VWoA's offer, and the terms and conditions detailed above shall become effective immediately upon signing.

I/we agree to and accept the terms and conditions of the Agreement, as outlined in this letter:

Date

Registered Owner Printed Name

Registered Owner Signature

WITNESS:

State of _____)
) SS

County of _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, who is personally known to me and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

Notary Public

Date

Co-Registrant Printed Name

Co-Registrant Signature

WITNESS:

State of _____)
) SS

County of _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, who is personally known to me and the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

Notary Public

PLEASE NOTE: Based on your state's requirements, your notary may provide their own document(s).

Authorization for Payoff and Release of Title

Customer Information	
Financial Institution	VW Credit Leasing LTD
Account Number	8123279525
Customer(s)	Jessica S Ramirez
Vehicle	2019 Volkswagen Atlas
VIN	1V2LR2CA0KC535638

I hereby authorize VW Credit Leasing LTD to release clear title to the above vehicle and forward the title to Volkswagen Group of America, Inc. after the loan payoff is received.

Current mileage on the vehicle is: _____.

Customer Signature(s)

Date

Mail Title To	
Name	Volkswagen Group of America, Inc.
Attention	Customer Resolution & Retention
Address	3800 Hamlin Road – 4E Auburn Hills, MI 48326

EXHIBIT H

https://www.vwhub.com/elsaprojct/elsaweb/ctr/DPF/showReserve?linkTitle=Service History

Service History

Vehicle data

VIN	1V2LR2CA0KC535638	Next General Inspection	0000-00-00
Delivery date:	2020-01-28	Next Emissions Test	0000-00-00
Model	CA13UR		

History

Show 10 entries Search:

Invoice	Repair order date:	Mileage	Repair order	Invoice no.:	Dealer number	Claim type:	Part ID:	Comment
	2021-12-16	30087	136401	1364	22128	110	9225	Warranty/goodwill

Labor Operation

#	Line item	Description	Maintenance	Paint	Sales code	Package
1	01329599	Technical check error diagnostics	-	0000	1	0

Invoice	Repair order date:	Mileage	Repair order	Invoice no.:	Dealer number	Claim type:	Part ID:	Comment
	2021-11-01	27699	9975503	99755	22128	1SP	X055	Warranty/goodwill

Labor Operation

#	Line item	Description	Maintenance	Paint	Sales code	Package
1	X055US00	Loaner Vehicle	-	0000	1	0

Invoice	Repair order date:	Mileage	Repair order	Invoice no.:	Dealer number	Claim type:	Part ID:	Comment
	2021-11-01	27699	9975502	99755	22128	110	2066	Warranty/goodwill

Labor Operation

#	Line item	Description	Maintenance	Paint	Sales code	Package
1	01210004	Test drive .	-	0000		0
2	72481900	Rear seat removed+reinstalled	-	0000		0
3	01320000	Technical check .	-	0000		0
4	20661950	Electric fuel pump removed+reinstal	-	0000		0

Parts Item

#	Line item	Description	Quantity	Production code	Factory Order	Parts Group	Sales code	Package
1	1J0919133B	Washer	1.00		OWN			0
2	3QF919087E	Delivery u	1.00		OWN		V	0

Invoice ▾

Repair order date:	Mileage:	Repair order no.:	Invoice no.:	Dealer number:	Claim type:	Part ID:	Comment
2021-11-01	27699	99755	9975501	710 22128		40R1	Warranty/goodwill

Labor Operation

#	Line item	Description	Maintenance	Paint	Sales code	Package
1	40785799	Anti roll bar coupling link aligned	-	0000	1	0

Parts Item

#	Line item	Description	Quantity	Production code	Factory Order	Parts Group	Sales code	Package
1	N 0150818	NUT	4.00		OWN			0
2	3QF411315AC	CONN LINK	2.00		OWN			0

Invoice ▾

Repair order date:	Mileage:	Repair order no.:	Invoice no.:	Dealer number:	Claim type:	Part ID:	Comment
2021-06-29	23659	50413	5041302	110 22603		2066	Warranty/goodwill

Labor Operation

#	Line item	Description	Maintenance	Paint	Sales code	Package
1	77191900	Rear seat removed+reinstalled	-	0000		0

#440

#	Line item	Description	Quantity	Production code	Factory Order	Parts Group	Sales code	Package
2	20661950	Electric fuel pump removed+reinstal	-	0000			0	
3	01320000	Technical check .	-	0000			0	

Parts Item

#	Line item	Description	Quantity	Production code	Factory Order	Parts Group	Sales code	Package
1	3QF919087E	Delivery u	1.00		OWN		V	0
2	1J0919133B	Washer	1.00		OWN			0

Invoice ▾	Repair order date: 2021-05-27	Mileag e: 23265	Repair order no.: 50228	Invoice no.: 5022801	Dealer numbe r: 22603	Claim type: 110	Part ID: 9222	Comment Warranty/goodwill
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Labor Operation

#	Line item	Description	Maintenance	Paint	Sales code	Package
1	01320000	Technical check .	-	0000		0
2	92221900	Wiper frame removed+reinstalled	-	0000		0

Parts Item

#	Line item	Description	Quantity	Production code	Factory Order	Parts Group	Sales code	Package
1	3CN955409AWIPER ARM		1.00		OWN		V	0
2	3CN955023ABRACKET		1.00		OWN			0

Invoice ▾	Repair order date: 2021-01-28	Mileag e: 17821	Repair order no.: 47778	Invoice no.: 4777803	Dealer numbe r: 22603	Claim type: 110	Part ID: 9215	Comment Warranty/goodwill
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Labor Operation

#	Line item	Description	Maintenance	Paint	Sales code	Package
1	92151900	Wiper motor removed+reinstalled	-	0000		0
2	01320000	Technical check .	-	0000		0
3	92251600	Wiper arm adjusted	-	0000		0
4	92271900	Wiper blade removed+reinstalled	-	0000		0

Parts Item

#	Line item	Description	Quantity	Production code	Factory Order	Parts Group	Sales code	Package
1	3CN998002	WIP. BLADE	1.00		OWN			0
2	3CN955410AWIPER ARM		1.00		OWN			0
3	3CN955023ABRACKET		1.00		OWN		V	0

Invoice ▾

Repair order date: 2021-01-28
Mileage: 17821
Repair order no.: 4777804
Invoice no.: 47778
Dealer number: 22603
Claim type: 110
Part ID: 9215
Comment: Warranty/goodwill

Labor Operation

#	Line item	Description	Maintenance	Paint	Sales code	Package
1	01320000	Technical check .	-	0000		0
2	92271900	Wiper blade removed+reinstalled	-	0000		0
3	92251600	Wiper arm adjusted	-	0000		0
4	92151900	Wiper motor removed+reinstalled	-	0000		0

Parts Item

#	Line item	Description	Quantity	Production code	Factory Order	Parts Group	Sales code	Package
1	3CN955410AWIPER ARM		1.00		OWN			0
2	3CN998002	WIP. BLADE	1.00		OWN		V	0
3	3CN955023ABRACKET		1.00		OWN			0

Invoice ▾

Repair order date: 2020-04-29
Mileage: 5366
Repair order no.: 4273303
Invoice no.: 42733
Dealer number: 22603
Claim type: 710
Part ID: 24FK
Comment: Warranty/goodwill

Labor Operation

#	Line item	Description	Maintenance	Paint	Sales code	Package
1	24702599	ECM electronic fuel injection progr	-	0000	1	0
2	27068950	Battery charged	-	0000		0

Invoice ▾	Repair order date:	Mileage:	Repair order no.:	Invoice no.:	Dealer number:	Claim type:	Part ID:	Comment
	2019-06-14	7	9268	926801	22180	790	94L9	Warranty/goodwill

Labor Operation

#	Line item	Description	Maintenance	Paint	Sales code	Package
1	01830099	Campaign related inspection .	-	0000	1	0

Showing 1 to 10 of 10 entries

Previous 1 Next

EXHIBIT I



67909 E. Palm Canyon Dr. - Cathedral City, CA 92234
Office: (760) 770-1100 Fax: (760) 770-1105

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m.
Monday - Friday
7:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
04/29/20	6042733/1
R/O Close Date	Status
04/30/20	Reprint
Mileage In	Mileage Out
5366	5366
Service Advisor / Tag #	

Allen Elskens/9898

BAR# 290331 EPA# CAL 000436003

RAMIREZ, JESSICA S 29500 HIGHWAY 243 MOUNTAIN CENTER, CA 92561	Work Phone	Vehicle Identification Number	
	760-333-7690	1V2LR2CA0KC535638	
	Home Phone	Delivery Date	In-Service Date
	760-333-7690	01/29/20	01/29/20
Year	Make	Model	Color
2019	VOLKSWAGEN	ATLAS	REFLEX SIL
535638			License Number

DESCRIPTION OF SERVICE AND PARTS

Email: elbuencacao@gmail.com AR#:

AMOUNT

#1 - MR A16: INSPECT AND SET PSI IN ALL FOUR TIRES
Tech: Joel Iniguez(420)
Sub Total: Labor: .00 Parts: .00 Total: .00
tire pressure 33psi

#2 - MR MP: MULTI POINT INSPECTION
Tech: Joel Iniguez(420)
Sub Total: Labor: .00 Parts: .00 Total: .00
topped off all fluids

#3 - MR RECALL: CUSTOMER REQUESTS OPEN RECALL TO BE PERFORMED
24FK. ECM Software
Caused by
customer request 24fk recall to be performed
Tech: Joel Iniguez(420)
24fk software update completed 24702599 .50
27068950 .10

Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m.
Monday - Friday
7:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
07/27/20	6044325/1
R/O Close Date	Status
07/28/20	Reprint
Mileage In	Mileage Out
9926	9927
Service Advisor / Tag #	

Jorge Zamora/2529

BAR# 290331 EPA# CAL 000436003

RAMIREZ, JESSICA S 29500 HIGHWAY 243 MOUNTAIN CENTER, CA 92561	Work Phone	Vehicle Identification Number	
	760-333-7690	1V2LR2CA0KC535638	
	Home Phone	Delivery Date	In-Service Date
	760-333-7690	01/29/20	01/29/20
Year	Make	Model	Body
2019	VOLKSWAGEN	ATLAS	Color
535638		REFLEX SIL	License Number

DESCRIPTION OF SERVICE AND PARTS

Email: elbuencacao@gmail.com AR#:

AMOUNT

#1 - MR A16: INSPECT AND SET PSI IN ALL FOUR TIRES

#2 - MR MP: MULTI POINT INSPECTION

#3 - MR 10KG: 10K MINOR SERVICE GAS ENGINE

Tech: Matthew Scott (137)

Installed 03H115562 :FILTERELEM

1@14.25
14.25

Installed N 90813202 :SCREW

1@2.05
2.05

Kit: CV6 0W30 OIL CHANGE: VW HIGH PERF GEN OIL 0W-

56.76

Installed G E550301QDSP :0W-30 VW HIGH PERF ENGIN

Included

Hazardous Materials Charge

1.75

10k completed

0.80

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	15.00
PARTS	73.06
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	1.75
SALES TAX OR TAX I.D.	6.39
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	96.20
VISA/MC 130159	96.20

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m.
Monday - Friday
7:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
12/11/20	6047029/1
R/O Close Date	Status
12/15/20	Reprint
Mileage In	Mileage Out
15631	15632
Service Advisor / Tag #	Jorge Zamora/873

BAR# 290331 EPA# CAL 000436003

RAMIREZ, JESSICA S	Work Phone	Vehicle Identification Number	
29500 HIGHWAY 243	760-333-7690		1V2LR2CA0KC535638
MOUNTAIN CENTER, CA 92561	Home Phone	Delivery Date	In-Service Date
	760-333-7690	01/29/20	01/29/20
Year	Make	Model	Color
2019	VOLKSWAGEN	ATLAS	REFLEX SIL
535638			License Number

DESCRIPTION OF SERVICE AND PARTS

AMOUNT

Email: elbuencacao@gmail.com AR#:

#2 - MR A16: INSPECT AND SET PSI IN ALL FOUR TIRES
Caused by
maint
tire pressure set to 38 psi

#3 - MR MP: MULTI POINT INSPECTION
Caused by
mpi
vehicle inspection completed

#4 - MR VWPSROT: COMPLIMENTARY TIRE ROTATION FOR VOLKSWAGEN
OF
Caused by
maint
Tech: Carlos Aispuro Meza(439)
tire rotation and multi point inspection
complete. 439

Internal

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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7:30 a.m. to 5:30 p.m.
Monday - Friday
7:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
01/08/21	6047497/1
R/O Close Date	Status
01/19/21	Reprint
Mileage In	Mileage Out
16928	16928
Service Advisor / Tag #	
Allen Elskens/056	

BAR# 290331 EPA# CAL 000436003

RAMIREZ, JESSICA S	Work Phone
29500 HIGHWAY 243	760-333-7690
MOUNTAIN CENTER, CA 92561	Home Phone
	760-333-7690
Year	Body
2019	Color
VOLKSWAGEN	REFLEX SIL
535638	License Number

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Email: elbuencacao@gmail.com AR#:		
#2 - MR A16: INSPECT AND SET PSI IN ALL FOUR TIRES		
#4 - MR A10: BODY ELECTRICAL customer states that the wipers are not working, not coming on. customer noticed that when they went to use the wipers they crossed and knocked the passenger side wiper off, after that they stopped working. check and advise Tech: Matthew Scott (137) Ordered 3CN955410A :WIPER ARM PARTS ON ORDER		
		Qty: 1
		Warranty Warranty

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



67909 E. Palm Canyon Dr. - Cathedral City, CA 92234
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BAR# 290331 EPA# CAL 000436003

RAMIREZ, JESSICA S
29500 HIGHWAY 243
MOUNTAIN CENTER, CA 92561

Year	Make	Model
2019	VOLKSWAGEN	ATLAS
535638		

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m.
Monday - Friday
7:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
1/25/21	6047778/1
R/O Close Date	Status
1/25/21	Pre-Invoice
Mileage In	Mileage Out
17821	17822
Service Advisor / Tag #	
Jorge Zamora/188	
Vehicle Identification Number	
1V2LR2CA0KC535638	
Delivery Date	In-Service Date
1/29/20	1/29/20
Color	License Number
REFLEX SIL	

DESCRIPTION OF SERVICE AND PARTS

Email: elbuencacao@gmail.com AR#:

#1 - A16: INSPECT AND SET PSI IN ALL FOUR TIRES

#2 - MP: MULTI POINT INSPECTION

#3 - A10: BODY ELECTRICAL

customer states that the wiper are not working or coning on, s/o part in stock refer to ro#6047497

Caused by

found casial part to be wiper motor due to internal malfunction.

Tech: Daniel Juarez (178)

Installed 3CN955410A :WIPER ARM

Qty: 1

Warranty

Installed 3CN955023A :BRACKET

Qty: 1

Warranty

Installed 3CN998002 :WIP. BLADE

Qty: 1

Warranty

verified concern and found wipers are not wiping. checked voltage at connector. found 12v ground and 12v power. checked fuse and relay. fuse and relay are ok. performed replacement of wiper motr complete. retested vehicle for concern. concern has been corrected.

01320000 - 0.90 92151900 - 0.70 92251600 - 0.20

92271900 - 0.20 178

d/c:92150108vu2

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

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X



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SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m.
Monday - Friday
7:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
03/29/21	6048974/1
R/O Close Date	Status
03/30/21	Reprint
Mileage In	Mileage Out
20522	20523
Service Advisor / Tag #	
Allen Elskens/2418	

BAR# 290331 EPA# CAL 000436003

RAMIREZ, JESSICA S	Work Phone
29500 HIGHWAY 243	760-333-7690
MOUNTAIN CENTER, CA 92561	Home Phone
	760-333-7690
Year	Body
2019	Color
VOLKSWAGEN	REFLEX SIL
535638	License Number

DESCRIPTION OF SERVICE AND PARTS

Email: elbuencacao@gmail.com AR#:

AMOUNT

#1 - MR A16: INSPECT AND SET PSI IN ALL FOUR TIRES
 TIRE PRESSURE CHECK
 Caused by
 maint
 tire pressure set at 38 psi

#2 - MR MP: MULTI POINT INSPECTION
 MULTI-POINT VEHICLE INSPECTION
 Caused by
 mpi
 vehicle inspected

#3 - MR 20K1: 20K1
 20,000 MILE INTERVAL SCHEDULED MAINTENANCE -
 VOLKSWAGEN OF PALM SPRINGS
 MINIMUM SERVICE

Caused by		114.35
maintenance		2.05
Tech: Carlos Aispuro Meza (439)		14.25
Installed N 90813202 :SCREW	1@2.05	49.95
Installed 03H115562 :FILTERELEM	1@14.25	Included
Kit: CV6 0W30 OIL CHANGE: VW HIGH PERF GEN OIL 0W-		15.95
Installed G E550301QDSP :0W-30 VW HIGH PERF ENGIN		22.00
Installed 115 :MOA EXTENDED LIFE 11OZ	1@15.95	12.95
Installed 5Q0819669 :Od. filter	1@22.00	3.50
Installed 7083 :FRIGI-FRESH	1@12.95	
Installed 9822 :WINDSHIELD CLEANER FLUID	1@3.50	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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SERVICE DEPARTMENT HOURS

7:30 a.m. to 5:30 p.m.
Monday - Friday
7:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
03/29/21	6048974/2
R/O Close Date	Status
03/30/21	Reprint
Mileage In	Mileage Out
20522	20523
Service Advisor / Tag #	
Allen Elskens/2418	

BAR# 290331 EPA# CAL 000436003

RAMIREZ, JESSICA S	Work Phone	Vehicle Identification Number
29500 HIGHWAY 243	760-333-7690	1V2LR2CA0KC535638
MOUNTAIN CENTER, CA 92561	Home Phone	Delivery Date
	760-333-7690	In-Service Date
Year	Model	Color
2019	VOLKSWAGEN ATLAS	REFLEX SIL
535638		License Number

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Installed 3QF129620 :AIRFILTER	1@29.95	29.95
Sub Total: Labor: 114.35 Parts: 150.60 Total: 264.95		
performed oil and filter service, topped off all fluids including wash fluid, rotated tires, replaced engine air filter, replaced cabin air filter and added frigi fresh		
#4 - MR Customer Reports: CUSTOMER REPORTS ONE WINDSHIELD WIPER WILL STICK AND THEN THEY WILL GET CROSSED.		
CHECK AND ADVISE.		
Caused by		
customer reports windshield wiper blades are malfunctioning		
Tech: Carlos Aispuro Meza(439)		Warranty
Ordered 3CN955023A :BRACKET	Qty: 1	Warranty
verified customer concern, parts ordered		

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	114.35
PARTS	150.60
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	13.18
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	278.13
VISA/MC 000178	278.13

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.



67909 E. Palm Canyon Dr. - Cathedral City, CA 92234
Office: (760) 770-1100 Fax: (760) 770-1105

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m.
Monday - Friday
7:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
05/28/21	6050228/1
R/O Close Date	Status
05/28/21	Reprint
Mileage In	Mileage Out
23265	23265
Service Advisor / Tag #	

Allen Elsken/3061

BAR# 290331 EPA# CAL 000436003

RAMIREZ, JESSICA S	Work Phone
29500 HIGHWAY 243	760-333-7690
MOUNTAIN CENTER, CA 92561	Home Phone
	760-333-7690
Year	Model
2019	ATLAS
535638	3.6L V6 SE 4MOTIO
	REFLEX SIL

Work Phone	Vehicle Identification Number
760-333-7690	1V2LR2CA0KC535638
Home Phone	Delivery Date
760-333-7690	01/29/20
Body	In-Service Date
Color	01/29/20
License Number	

DESCRIPTION OF SERVICE AND PARTS

Email: elbuencacao@gmail.com AR#:

#1 - MR A16: INSPECT AND SET PSI IN ALL FOUR TIRES
Sub Total: Labor: .00 Parts: .00 Total: .00
TIRE PRESSURE CHECK

#2 - MR Customer Reports: CUSTOMER REPORTS ONE WINDSHIELD WIPER WILL STICK AND THEN THEY WILL GET CROSSED.
S/O PART IS HERE.

Caused by

found wiper arm securely bolted to frame but both knurled edges are stripped. wiper frame and arm worn out

Tech: Matthew Scott (137)

Installed 3CN955023A :BRACKET

Qty: 1

Installed 3CN955409A :WIPER ARM

Qty: 1

replaced wiper frame with drivers side arm.
concern corrected.

92221900 0.70 01320000 0.20

d/c 92220108vu2

Warranty

Warranty

Warranty

#3 - MR Customer Reports: CUSTOMER REPORTS FUEL GAUGE IS NOT ACCURATE AT TIMES. FUEL RANGE DOESNT SHOW CORRECTLY. CHECK AND ADVISE.

Tech: Matthew Scott (137)

The fuel range reading is an estimate based on current driving conditions and does not accurately represent the range of the vehicle due to the impact environmental factors and driving

Warranty

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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Office: (760) 770-1100 Fax: (760) 770-1105

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m.
Monday - Friday
7:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
05/28/21	6050228/2
R/O Close Date	Status
05/28/21	Reprint
Mileage In	Mileage Out
23265	23265
Service Advisor / Tag #	

Allen Elskens/3061

BAR# 290331 EPA# CAL 000436003

RAMIREZ, JESSICA S	Work Phone
29500 HIGHWAY 243	760-333-7690
MOUNTAIN CENTER, CA 92561	Home Phone
.	760-333-7690
Year	Model
2019	ATLAS
535638	3.6L V6 SE 4MOTIO
	REFLEX SIL

Vehicle Identification Number
1V2LR2CA0KC535638
Delivery Date
01/29/20
In-Service Date
01/29/20
Color
License Number

DESCRIPTION OF SERVICE AND PARTS

habits have on fuel economy.

AMOUNT

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



67909 E. Palm Canyon Dr. - Cathedral City, CA 92234
Office: (760) 770-1100 Fax: (760) 770-1105

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:30 p.m.
Monday - Friday
7:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
06/07/21	6050413/1
R/O Close Date	Status
06/30/21	Reprint
Mileage In	Mileage Out
23659	23660
Service Advisor / Tag #	

Allen Elskens/3165

BAR# 290331 EPA# CAL 000436003

RAMIREZ, JESSICA S 29500 HIGHWAY 243 MOUNTAIN CENTER, CA 92561	Work Phone	Vehicle Identification Number	
	760-333-7690	1V2LR2CA0KC535638	
	Home Phone	Delivery Date	In-Service Date
	760-333-7690	01/29/20	01/29/20
Year	Make	Model	Color
2019	VOLKSWAGEN	ATLAS	REFLEX SIL
535638			License Number

DESCRIPTION OF SERVICE AND PARTS

Email: elbuencacao@gmail.com AR#:

AMOUNT

#1 - MR A16: INSPECT AND SET PSI IN ALL FOUR TIRES
Sub Total: Labor: .00 Parts: .00 Total: .00

#2 - MR A01: ENGINE

CUSTOMER REPORTS ENGINE WOULD NOT START. CUSTOMER
ADDED GAS THEN ENGINE STARTED. CHECK AND ADVISE.

Caused by

no fuel pressure coming from fuel pump

Tech: Ibrahim Ibrahim(192)

Installed 3QF919087E :Delivery u

Qty: 1

Installed 1J0919133B :WASHER

Qty: 1

after inspection found the fuel pump was the
cause of no fuel pressure .replaced the fuel pump
and concern was corrected

labor op 20661950 .70 72491900

Warranty

.60 01320000 1.00

Warranty

2066-016-5gs-2

Warranty

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

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X